COE TRACT

Box .....
Index No. .....

This Abstract MUST be returned at once to
JAS. A. CLAYTON & CO.

ABSTRACT OF TITLE
OF PROPERTY OF

Odd Fellows Savings Bank.
Tract "Coe"

ABSTRACT

—(OF)—

TITLE

—:AND:—

CERTIFICATE OF SEARCH,

—:TO.—

The Coe and Walters Tract.

COUNTY OF SANTA CLARA
STATE OF CALIFORNIA.

Dated, October 23rd *188*1

Made at the Request of

James A. Clayton, Esq

THOS. H. CORDELL and EDW. HALSEY,
Searchers of Records and Conveyancers,
ROOM No. 7, COMMERCIAL BANK BUILDING,
SAN JOSE, CAL.

W. Simmons
Odd Fellows Bank of S. F.

764

Abstract of the Title

To all that certain tract piece or parcel of Land situate, lying and being in the County of Santa Clara and State of California and bounded and described as follows, to wit: Commencing at a point in the line between the lands of Coe and Fuller where the said line is intersected by the South Easterly line of lands of Doty in corner of fence ~ thence running North 62¼° E 5.04 chains N 28¼° W 10.99 chains: N 25° 54' E. 7.60 ch[illegible] N 89½° E 13.36 chains: S 87° 20' E. 20.64 chains S 2¼° W 3.97 chains to Northerly side of road thence same course 40 feet to Southerly side of road: S 10° W 2.50 chains: S 30¾° W 1.00 chains S. 16° E 2.75 chains: S 7½° W 1.50 chains across lane: S 61° 02' W 9.04 chains: N 25° 40' W 5.31 chains to Southerly side of road: Same course 40 feet across road S 83° 50' W. 4.31 chains: S 86° 55' W. 3.47 chains: S 64° 02 W 11.75 chains: S 31° 58' W 3.21 chains

Continued on page 7

and N 38¾° W. 7.64 chains to point of beginning

Containing 70.58 acres. as per survey made on or about March 10/71 by A. T. Hermann. and being a portion of the Rancho San Juan Bautista and also a portion of the Pueblo Lands of the City of San Jose.

Manuel Michelltorena
Governor
To
Augustin Narvaez.

Original Grant

Sello Primero
Ocho Pesos }
Habilitado provisionalmente para los
anos de mil ochocientos cuarenta y
cuatro y mil ochocientos cuarenta y
cinco &c. &c.

Michelltorena Pablo de la Guerra,
(Sello)

El ciudadano Manuel Michelltorena
General de Brigada del Ejercito Mejicano
Ayudante General de la Plana Mayor
del mismo, Gobernador Comandante
General de la Plana Mayor y Inspec=
tor del Departamento de las Californias.

Por cuanto el Ciudadano Augustin
Narvaez ha pretendido para su bene=
ficio personal y el de su familia dos
sitios de ganado mayor dentro del

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terreno nombrado "San Juan Bautista" colindante con el rancho de los Señores Bernales, con el de Justo Larios, con la Sierra, con el paraje de los Hernandez, y el Pueblo de San Jose sin paral del alisal que a este le pertenese, practicados previamente las diligencias y averiguaciones concernientes segun lo despuesto por leyes y reglamentos, usando de las facultades de que me son conferidas, a nombre de la Nacion Mejicana, he venido en concederle el terreno mencionado, declarandole la propriedad de el por las presentes letras, supetandose a la aprobacion de la Exma. Asamblea Departamental y bajo los condiciones siguientes

× × × × ×

4º El terreno de que se hace donacion, es de dos sitios de ganado mayor poco mas ó menos, segun esplica el diseño respectivo. El Juez que dará la posecion lo hara medir conforme a ordenanza, quedando el sobrante que resulta a la Nacion

para los usos convenientes

× × × × ×

Dado en Monterey a treinta del Mayo de mil ochocientos cuarenta y cuatro

Manl Jimeno Manl. Micheltorena

Srio.

Recorded Apr 27/50

Liber A. of deeds. pp. 27.

Following is the Diseño

Certified by the Secretary

Manl Jimeno.

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Sobrante.

Augustin Narvaez
to

Deed

Dated Apl 25 50

Cons $ 1000

Contract sell and convey — and their heirs and assigns forever all that certain tract or extension of land in the County of Santa Clara known as the Rancho of San Juan Bautista and described as follows to wit: Bounded by the Ranchos or land of Juan Bernales alias Inefess Bernales and of Grove C Cook extended towards the West unto the Easterly foot of the Blue Mountain — from thence to the North in line with the Easterly foot of the Blue Mountains — to the Arroyo de los Gatos. from thence to the East unto the Road from the Town of San Jose to Monterey from hence towards the South following the said Road until arriving at a point parallel with the North line of the said land of Juan Bernal &c from hence until arriving at and accompanying the said land of Bernal until

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arriving at and including the place of commencement. Excepting from all this two leagues of land to be measured and partitioned off to said Augustin Narvaez in the following manner. to wit: Commencing at the North East point of the said tract of land & running from thence one league to the West along the line which divides the lands of San Juan Bautista from those of the Pueblo de San Jose, thence running two leagues to the South, thence one league towards the East and thence 2 leagues to the North accompanying the base line of the Hills to the West to the point of commencement & the costs of said measurement of the two leagues may be paid by said Vanderslice & Clarkson and if the two leagues cannot be made up on the line of the South, then the amount shall be completed in the measurement of the width and said Narvaez by these letters puts said Vanderslice & Clarkson in full possession &c,

(Signed) Agustin his + mark Narvaez (seal)
Maria Josepha her + mark Narvaez (seal)

Witness
John T. Richardson
James W Meekes

Ackd (by A Narvaez) April 25/50
Before John T. Richardson
County Recorder.

Ackd (by M J Narvaez) April 25/50
Before T. T. Ryland N P

Recorded April 5/50
Liber A of Deeds p 104.

Henry Vanderslice
Henry Clarkson
To
Augustin Narvaez

Deed

Dated July 8/50

Cons $1.00

Grant bargain sell and convey unto the said
Augustin Narvaez his heirs and assigns forever

the following Real Estate situate lying and being in the County of Santa Clara and State of California (being the Two leagues of land excepted in a deed of conveyance executed by said Narvaez and wife to said Clarkson & Vanderslice dated the 25th day of April AD 1850 and as selected and agreed upon as such by said parties) and bounded as follows to wit:
Beginning at a small cottonwood tree marked "N" in the swamp formed at the junction of the Arroyo San Jose de Gde with one of the branches of the Arroyo de los Gatos - thence running in a straight line South 53° 15' East (true bearing) to the middle of Arroyo San Jose de Guadalupe, thence up said Arroyo to a point between a large Sycamore marked "N" and a small one marked "W" which point is designated by a stake in the Eastern bank numbered 8" thence in a straight line South 64° 20' East (true bearing) till the line intersects the Arroyo de las Tulares about 850 feet North of Miguel Narvaez's house, thence up said Arroyeta passing along the foot of the hills of San Juan Bautista to a Sauceito

in the boundary of Berrals land lying about one mile and one eighth South Easterly from said Hills. thence in a straight line to a leaning oak marked "BN" on the top of the ridge of hills formerly the boundary of Justo Larios (now Cooks) land. thence in a straight line to the junction of the Arroyo San Jose De Gode with the Capitancillos Creek. thence up the Capitancillos Creek about a mile and two thirds (more or less) to a stake on the North bank standing about seventeen and twenty feet "SW" from two small Sycamores marked "V" thence in a straight line N 30 05 W true bearing, about three and three quarters miles to a point in the middle of the Arroyo de Los Gatos designated by a stake in the Northern bank 48 feet above a forked oak marked ↓ and about the same distance below a clump of Sycamores. thence down the Arroyo de los Gatos about 3 1/2 miles (more or less) to a large burnt stump in the fork of two branches of the Arroyo and at the end of a long line leading through the field of Joaquin Navarez

and others thence in a straight line from said stump to the place of beginning.

Henry Vanderslice (seal)
H C Clarkson (seal)

Ackd July 8/50
Before C. T. Ryland J P

Recorded " 10 "
Liber A Deeds p 190

This deed is Recorded same date (in Spanish) in Liber A Deeds p 189.

"Jose Augustin Narvaez"
"Maria Josefa Higuera"
To
"my son"
Joaquin Narvaez

Deed

Dated Aug 19/50

Cons.

make donation by right of inheritance as corresponds to him my son Joaquin Narvaez who is declared owner to him and his heirs of one piece of land taken in the land which to this date I possess and have possessed as legal owner by concession to me from the Mexican Government as is shown by the documents which confirm to me the title of the said lands - and I measure to my said son from the opening of the Delta of the Arroyo de los Capitancillos placing there for land mark a willow which is on the right side - from the South towards the North immediately to the high road and taking in the same manner from the said willow by the edge of the woods taking all the land formed from the head of the little Arroyo which enters the Guadalupe River and following in that manner along the border of the Guadalupe River until arriving where the line which is by the river on the North side is and said line followed

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by the edge of the arroyo de los Gatos and following up the said arroyo to the place where there is a sycamore tree large enough which tree is marked by a cross at the foot of the tree. from thence a right line to the point of the brush (Escobal) thicket, and from thence in a right line to the said willow.

Ackd by Jose Augustin Narvaez and Maria Josefa Higuera his wife Aug 22/50 before

John T. Richardson
County Recorder

who fails to state in the certificate that the parties were "personally known to him to be the parties named in and who executed the instrument"

Recorded Aug 22/50
Liber A of Deeds pp 346.

Henry Clarkson

To

Andrew J. Yates.

Deed

Dated Feby 26/51

Cons $1000.

sell assign transfer and convey unto second party his heirs and assigns. All that certain piece or parcel of land. part of the land heretofore conveyed by Augustin Narvaez to first party and Henry Vanderslice, being part of the Rancho in said County of Santa Clara known as San Juan Bautista, the land hereby conveyed to consist of 300 acres, to be selected and surveyed from said lands of Clarkson & Vanderslice, in one tract by said second party in a fair and equal proportion in values quantity and advantages with the remainder of said tract first party hereby agreeing to have the same taken into account against him in settlement and partition with said Vanderslice. The field notes when

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Survey is made, to be annexed hereto and made part hereof.

Witness Jefferson P Marr.

Consent of Henry Vanderslice attached and made part of Record.

Consent of Grantee to take tract from the unimproved lands of Rancho without reference to any improvements

Proven by oath of Jefferson P Marr subscribing witness Feby 27/51 by A C Clarkson and Henry Vanderslice before David P Belknap N.P.

Recorded Feby 27/51
Liber B of Deeds p 336.

Henry Clarkson
To
Andrew J. Yates

Field Notes of Survey.

Tract of 300 acres sold to Andrew J. Yates Beginning on the Southern side of the Arroyo de los Gatos at the stake which

marks the boundary line between Augustin Narvaez and Vanderslice & Clarkson. thence along said line S 30° 05' E (true bearing) 73 chains. 80 links to a stake ~ thence S 59° 55' W. true bearing ~ 61 chains 27 links to a stake in the boundary line of Hernandez brothers ~ thence along said boundary N 1° W (true bearing) 81 chains 59 links to a large live oak on the bank of the Arroyo de los Gatos marked with a cross x ~ thence continuing same line to the middle of the Arroyo ~ thence down the middle of the arroyo to a point opposite. the place of beginning. This distance in a straight line from the large live oak to the stake at the place of beginning. should be 21 chains and 61 links.

The notes above are made up without actual survey of the particular tract in question from my notes of the general Survey of the Narvaez Grant, but are presumed to be correct except slight discrepancies cause by the meanderings of the creek.

Sherman Day

Deputy Surveyor of Sta Clara Co

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San Jose 27 March 1851.

Ackd July 12/51
by Sherman Day before D P Belknap N P

Recorded July 15/51
Liber B of Deeds p 388.

"The above" field notes" refer to a deed
"from Clarkson & Vanderslice to A. J. Yates
"recorded in this Book on pages 337. 338.

J. T. Richardson
Recorder Santa Clara Co

Andrew J Yates
To
Edward C. Kemble

Deed

Dated Dec 25/51

Cons $900.

Grant, bargain, sell, alien, remise, release
convey and confirm unto second party
all that certain piece &c of land

(same as derived from Clarkson on pp of this Abstract.)

Covenant against incumbrances made &c by Grantor.

Binds himself in sum of $900. that at date of deed had good and indefeasible title, and covenant of Warranty.

Ackd Dec 12/51

Before D P Belknap N P

Recorded June 27/55

Liber A of Deeds pp 541.

3rd District Court, Santa Clara County California

Andrew J. Yates.

vs

Henry Clarkson

Certificate of Sale

Dated Sep 16/52

Cons $ 1200.

By virtue of a writ of "Fieri Facias"

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in the above cause dated Aug 24/52. commanding me that out of the real Estate attached by virtue of a writ of attachment in the above cause belonging to said Clarkson the defendant - to cause to be made $1000. interest and Costs recovered by said Plaintiff against said defendant on Aug 12/52 in said cause. this day sold at public vendue to Andrew J. Yates the highest bidder for $1200 - the property to wit: all right title and interest of said Henry Clarkson in and to that tract of land known as the Rancho de San Juan Bautista or Narvise Rancho bounded South by the rancho or land of Juan Bernal, or the Messrs Bernal and the Rancho de Capitancillos - extending Westerly to the foot of the hills East of the Blue Mountains - from here Northerly in a line with the foot of the hills to the East of the Blue Mountains to the Gatos Creek - from here Easterly to the road from the Pueblo de San Jose to Monterey: from here Southerly follow-

ing the aforesaid road until it arrives at a point parallel with the Northern line of the land of the said Juan Bernal, from here until it arrives at and accompanying said line of the Bernals; from here until it arrives at and intersects the point of beginning. Containing in all 2 leagues more or less

Filed at 10 O'Clock A.M. Dec 29/52.

Henry Vanderslice
To
George Gordon

Power of Attorney.

dated Feby 22/58

make constitute and appoint George Gordon my true and lawful Attorney for me and in my name to sell dispose and alien and transfer unto such person or persons as he may think proper all that tract of land known as the Rancho San Juan de Batista

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being the same granted by Governor Micheltorena to Agustin Narvaez and more particularly described in a map or diseño accompanying said grant on record in the office of the County Recorder of Santa Clara County, and on file in the office of the United States Land Commissioners No 75. and by a deed from said Augustin Narvaez and wife to Clarkson & Vanderslice also on record in the office of the said County Recorder Also to undertake the general management supervision and control of said property to institute and conduct all legal proceedings of every description that he may deem necessary or proper for the protection of the title or right of possession in and to said property to make, sign, seal and deliver any deeds of sale or transfer of said property or any portion thereof - to compromise settle and adjust all claims law suits and controversies in reference to said property or any portion thereof, and generally to exercise all such powers

and to do and perform such acts as may be necessary to protect and advance my interests as the owner of said property &c,
Witness, Henry Curtiss.

Proven by oath of Subscribing Witness
Feby 22/53 Before
James T. Boyd Jr
San Francisco County.

Recorded Feby 24/53
Liber E of Deeds p. 470.

Henry Vanderslice
To
George Gordon.

Bond

dated Feby 22/53

Cons $500

and divers other good &c,
At any time within 9 months from date will sell transfer and convey to said Gordon by a good and sufficient

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deed of quit claim, all the right title and interest that I now have, or may at the time of the execution of such deed have acquired in and to that tract of land in the County of Santa Clara, State of California, known as the Rancho of San Juan de Bautista & being the same granted by Governor Micheltorena to Agustin Narvaez and more particularly described in a map or diseño accompanying said Grant on record in the office of the County Recorder of Santa Clara County, and on file in the office of the Secretary of the U.S. Land Commissioners No 75, and by a deed from said Augustin Narvaez and wife to Clarkson & Vanderslice. Also recorded as aforesaid.

Witness Henry Curtiss

Proven by oath of subscribing Witness Feby 22/53, before Jas. T. Boyd N.P.
San Francisco County

Recorded Feby 24/53
Liber E Deeds pp 471.

Henry Clarkson
To
George Gordon

Deed

Dated March 3/53

Cons^{d} 10^{00}

Grant, bargain and sell to the said Geo. Gordon all his right title and interest in and to a Rancho situated in the County of Santa Clara known as the Rancho San Juan Bautista or the Narvaez Ranch being the same property conveyed by Augustin Narvaez to Henry Clarkson and Henry Vandeslice by deed dated April 11/50 and on Record in the County Recorders office &c, First party Empowers second party to redeem any judgment sales according to law made or to be made of said property and relinquishes all his right of redemption in said property, Covenant of Warranty against Grantor

Witness

Richard Cochran

Proven by oath of Richard Cochran

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subscribing witness March 4/53
Before Jas. T. Boyd N.P.
San Francisco County

Recorded Mch 21/53
Liber F of Deeds p 32,

Jose Augustine Narvaez
To
Fernando Hernandez

Deed

Dated April 25/59

Cons $500.

Remise, release and quit claim unto 2d party his heirs and assigns forever. All his right title claim and interest both at law and in equity remaining in him at this date, of in and to all that certain tract of land lying and being in the aforesaid County and State known and called by the name of the Rancho of San Juan Bautista, heretofore granted to the said Jose Augustine Narvaez by the former Government of Mexico and

which the now State of California was a part of the Mexican Republic, and this conveyance is intended and is to be considered to convey all the interest remaining in said Jose Angustine Narvaez in and to said Rancho, as the same shall be ultimately and finally confirmed by the United States &c, &c.

Ackd Apl 27/59
Before S O Houghton N P
Recorded Dec 20/59
Liber M Deeds p 666.

Fernando Hernandez
To
Lemuel W Hoover.

Deed

Dated Jany 10/60
Cons$ 300.

remise release and forever quit claim unto second party his heirs and assigns forever, all of the one undivided half portion

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and interest of the following described portion of land, being the one undivided half interest of all that interest title claim and demand conveyed to first party by deed from Jose Augustine Narvaez dated April 25/59 and recorded in County Recorders office of Santa Clara Co in Book M of Deeds pp 666. The same being all that portion of the Rancho known as the Rancho de San Juan Bautista remaining unsold at date of said deed from said Narvaez, on Apr 25/59

Ackd Jany 11/60
Before P O Minor N.P.
Recorded " " "
Liber A of Deeds p 15.

Fernando Hernandez
Lemuel W Hoover
To
Hannah A Coe
wife of Henry W Coe
Deed

dated March 25/63

Cons $25.00

remise release and quit claim unto 2d party her heirs and assigns forever, all that certain piece &c of land part of the Rancho San Juan Bautista or Narvaez Rancho, and bounded on the North by the Northern boundary of said Rancho which is the Los Gatos Creek, South by lands of A.A. Coe and Cottle & Settle, East by lands of Isaac Bird - and West by the Los Gatos Creek and the lands of Cottle and Settle aforesaid, Containing about 6 acres.

Ackd. Mch 25/63
Before George M. Yoell N.P.

Recorded " " "
Liber Q Deeds p 610.

Boulder

Claim.

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Third District Court Santa Clara County.
State of California

James E. Boulden — Old No. 450.
vs — New " 455
Henry Clarkson et al — Reg A pp 517.

Apl 10/52 Complaint filed to recover $7000. and interest at 8% per month and foreclosure of a certain mortgage on Lot 11 Block 1 Range 2 North Book a of Mortgages pp 68, 69.
Answer of Defendants filed admitting each and every allegation of complaint.

May 17/52 Judgment entered for $7000 debt $5000 entered and 10% per annum additional from date of Judgment until paid
Ind Book A p 276.

Sep 29/" Order of sale of Mortgaged premises issued Returnable Nov 27/52

Nov 27/" Order of sale returned showing

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sale of mortgaged premises for $3000
to J Branham on Oct 20/52.
Satisfied in part——

Jany 5/53 Execution issued for deficiency
Feby 28/53 " returned shown sale of
property in question to George Gordon and failure by him to complete purchase and re-advertisement for sale.

Mch 21/ " Additional return to Execution showing resale to — on Mch 21/53 also that suit was brought against Geo Gordon for difference between his bid $5800 and purchase money on resale $151 ~ viz $5649 ~ obtaining of judgment vs Gordon, appeal to Supreme Court ~ confirmation of judgment and collection of amount

" 28 " Execution issued
May 3/ " " returned unsatisfied
" " " " issued
June " " " returned unsatisfied

Third Judicial District Court Santa Clara County
State of California.

James E. Boulden

vs

Henry Clarkson
Jacob D. Hoppe

by

J. W. Johnson
Sheriff

To

Lucy Hoppe

now

Lucy Harper.

Deed

Dated Dec 29/59

Con$ $151.

Whereas a Judgment was rendered on the 19th day of May AD 1852, in above entitled action in favor of plaintiff against Henry Clarkson and Jacob D Hoppe for the sum of $7000. debt and $5000. interest and costs of Court, that upon said Judgment a writ of Fieri Facias was issued out of the office of the Clerk of the

said Court under the private seal of said Clerk there being no official seal then provided, which writ was dated Jany 5/53 to me directed &c on said last mentioned day levied on &c All the right title claim and interest of Henry Clarkson one of the Defendants in said writ named of in and to the lands tenements &c. hereinafter particularly set forth &c, that on Jany 11/53 I gave public notice by an advertisement printed on that day in the weekly newspaper published in the County aforesaid, and also by posting a copy of said advertisement in three of the most public places of the County aforesaid including three of the most public places in the Township where said land &c, were situated, particularly describing said land, that the same would be offered at public auction between the hours of 9 O'Clock A.M. and 5 O'Clock P.M. on Saturday Feby 12/53 at the Court House Door in the City of San Jose for Cash in hand to satisfy said Judgment &c, and that about 12 O'Clock M. on said last mentioned day, I sold said real Estate to George Gordon for $580. said Gordon being the highest bidder &c: that

the name of said purchaser and the amount bid was thereupon immediately endorsed upon said writ ~ that within three days thereafter a certificate of said sale was made in due form of law and tendered to said George Gordon and payment of his said bid demanded ~ that said Gordon declined to receive said certificate and refused to pay the amount of said bid, or any part thereof, the said George Gordon still refusing or neglecting to complete said purchase on Feby 28/53 I gave public notice by advertising in the weekly newspaper aforesaid and by posting a copy of said advertisement in three of the most public places in the Township where the Real Estate aforesaid was situated ~ stating that whereas the said Real Estate was purchased at Sheriffs sale on Feby 12/53 by George Gordon who had failed to complete his purchase ~ and that between the hours of 9 AM and 5 P.M. on Monday Mch 21/53 I would offer the said Real Estate for sale at auction in front of the Court House in the City of San Jose to the highest bidder for cash in hand on account of George Gordon to satisfy said writ &c,

That on said 21st day of March at

about 12 O'Clock, M. at the place aforesaid said premises were struck off to Lucy Hoppe for $151. said Lucy Hoppe being the highest bidder and that the highest sum bidden for the same.

Upon receipt of said sum I issued to said purchaser such certificate as is required by law, and a certificate of said sale was duly filed in the office of the County Recorder of the County aforesaid and 6 months after such sale having expired without redemption of said premises having been made witnesseth, that for and in consideration of the sum of money above mentioned to me in hand paid, do grant, sell and convey unto said Lucy Hoppe now Lucy Harper her heirs or assigns, all the estate, right title claim or interest of said Henry Clarkson one of said defendants against whom said writ was issued as aforesaid, whereof he was seized or possessed on the day on which said levy was made, of in and to that tract of land situate in the County of Santa Clara and known as the Rancho de San Juan Bautista or Narvaez Rancho bounded on the South by the Rancho or

land of Juan Bernal or the Messrs Bernals and the Rancho de Capitancillos - extending Westerly to the foot of the hills to the East of the Blue Mountains to the Gatos Creek. from here Easterly to the Road from the Pueblo de San Jose to Monterey - from here Southerly following the aforesaid road until it arrives at a point parallel with the Northern line of the land of said Bernals from here until it arrives at and accompanying said line on the Bernals - from here until it arrives - and intersects the point of beginning. Containing in all two leagues more or less.

Ackd Dec 29/59
Before Jno B Newson County Clerk.

Recorded Dec 30/59
Liber T of Deeds pp 391.

Coe's

Title.

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Jose Joaquin Narvaez
Maria A Narbaez
his wife
To

Stephen P. Easley
Pleasant C. Easley
Alexander S. Logan

Deed

Dated Dec 20/54

Cons $500

Grant sell bargain and convey alien and confirm to second parties all their right title and interest in and to the following described tract or parcel of land lying & in the County and State aforesaid on the waters of the Guadalupe river and bounded as follows - Beginning at a stake on Joseph Gales line 4 rods below the spring now used by the family of said Narvaez and running North 55° W until it intersects said Narvaez North line, thence with said line on Easterly direction to a willow tree - said Narvaez corner

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in Isaac Rids pasture; thence with said Narvaez line a S.E. direction to a sycamore with a cross on it on the West bank of the Guadalupe River; thence with said line until it strikes said river again; thence up said River to Joseph Gales line; thence with said line to the beginning Containing 100 acres more or less.

Covenant of Warranty against acts of Grantor

(Copy of Acknowledgment,

State of California
County of Santa Clara } Appeared before me this the 28th of December 1854 Jose Joaquin Narbaiz and Maria A Narbais his wife personally known to me to be the persons who signed the above deed and Joseph Gale who acted as interpreter, who acknowledged that they signed and executed the above deed for the purposes therein contained freely and voluntarily, and that said Maria A Narbais declared apart from her husband that she signed the same free from threats or persuasion from

her husband or other persons,

Marcus Williams
J.P. for City of
San Jose & County of Santa Clara

Recorded Dec 30/54
Liber H Deeds p 341.

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Alexander S. Logan
To
Benjamin Brierly

Deed

Dated Jany 20/59

Cons $900.

Remise release and quit claim unto 2d party his heirs and assigns forever - all his right title and interest (being one equal and undivided third portion and interest) in and to the following described piece and portion of land lying and being in the County of Santa Clara and State of Cal. to wit: Beginning at a Stake on the line of Joseph Gale four rods below the Spring formerly used by the family of Joaquin Narvaez and running North 55° W (by compass) until it intersects the North line of Joaquin Narvaez thence on said line in an Easterly direction to a marked willow tree in Isaac Byrds field (being Narvaez Corner) thence with the line of

said Narvaez to a Sycamore tree marked with a cross on the West bank of the Guadalupe River. thence with said line until it strikes the river again - thence up said river to Joseph Gales line, thence with said line to the place of beginning, Containing 100 acres more or less. Being the same land heretofore conveyed by deed from Joaquin Narvaez to S. J. Easley, T. J. Easley and A. S. Logan and duly recorded in the office of the Recorder of said County in Book H of Deeds pages 341 and 342

(Covenant against incumbrances)

(signed)

Alexander S. Logan (seal)

Ackd Jany 29/59

Before Peter C. Minor N P

Recorded " " "

Liber M of Deeds p 163.

Jose Augustine Narvaez
Joaquin Narvaez and
Maria Ant.a Sepulvida
his wife
To
Oliver Cottle and
John A Cottle

Deed

Dated Feby 8/59

Cons.d $3440.

Remise release and quit claim unto 2d parties their heirs and assigns forever, All that certain tract or parcel of land lying and being situate in the County of Santa Clara in the State of California and known as a part of the Rancho de San Juan Bautista and bounded and described as follows to wit: Commencing at a point in the arroyo de Los Gatos a little above the crossing of El Abra road where a monument formerly stood making one of the boundaries of the land of Joaquin

Narvaez, and running thence N 69° E
D.D. thence S 39°. 30' E 33. 39 chains to stake marked
17.42 chains to a stake marked AA,
thence S 37° 30' E 21.05 chains to a stake
marked HH, standing near an old well
upon the line of land formerly owned by
Joseph Gale, thence S 49° 46' W. 1.62
chains to a stake marked KK. thence
S 54° 53' W. 14.79 chains to a stake
marked L. thence S 31° 52' E. 1.20 chains
to a stake marked M thence S 51° 05'
W. 6.39 chains to the line of Valencia,
thence North 43° 50' W. 2.16 chains, thence
S 56° 30' W 50 links, thence N 33° 30' W.
11.08 chains to the Northern corner of land
of Valencia, thence N 30° 30' W. 14.15 chains
thence S 58° 15' W. 7.30 chains, thence
S 30° 30 East 13.24 chains to Valencia's
line, thence S 64° 30' W 2.60 chains, thence
S. 68° 55 W 12 chains to the corner of
Valencia's land, thence S. 35° 30' E. 7.10
chains, thence S 17° 30' E 6.00 chains
thence S 7° E. 2.84 chains to a stake
marked V. thence S 85° W 32.00
chains to the arroyo de los Gatos
thence down the said arroyo following

its meanderings to the place of beginning.
Containing 318 1/4 acres of land.

(Signed) Jose Augustine his + mark Narvaez (Seal)
Joaquin his + mark Narvaez (Seal)
Maria Anta her + mark Sepulvida (Seal)

Witness
Chas. T. Healey

Ackd Feby 8/59
Before Chas. T. Healy N P

Recorded "9"
Liber M of Deeds p 178.

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Jose Augustine Narvaez
and Jose Joaquin Narvaez
and Maria Antonia Sepulvida
wife of
Jose Joaquin Narvaez
To
Stephen J. Easley
and Pleasant C. Easley
and Frances Maria Brierly

Deed

Dated May 2/59

Cons $300

Grant bargain sell and convey unto 2 parties their heirs and assigns forever, All that tract of land lying and being situate in the County of Santa Clara in the State of California and known as a part of El Rancho de San Juan Bautista and bounded and described as follows to wit: Commencing at a stake marked H.A. standing upon the line of land formerly owned by Joseph Gale at the corner of land

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lately purchased from first parties by Oliver Cottle and running thence along the line of said Cottles purchase N 37° 30' W. 21.05 chains to a stake marked aa thence still following said Cottles line N 39° 30' W to the intersection of the Northern boundary of José Joaquin Narvaez portion of the said Rancho de San Juan Bautisto, thence following said boundary in a Northerly direction to a willow tree standing in Mr Bidsfield known as the corner of the land of the said Jose Joaquin Narvaez, thence S 33° 12' E to the centre of the Rio San Jose de Guadalupe - thence up said river to a point between a large Sycamore marked N and a small one marked W which point is designated by a stake standing upon the E bank of said river marked E, thence up the centre of the said river to the said line of Joseph Gale thence along said line to the place of begining

Covenant of Warranty against Grantors

(signed) Jose Augustine his + mark Narvaez (seal)

Jose Joaquin his + mark Narvaez (seal)

Maria Antonia her + mark Sepulveda (seal)

Ackd May 5/59

Before Charles Terraine Healey N.P.

Recorded May 5/59

Liber "H" of Deeds pp 291

Benj. Brierly
vs
N. H. Coe

Bond for a deed

dated Jany 12/60

Penal sum $500.

On or before April 20th next to make execute and deliver unto N. H. Coe provided said Coe on or before that date shall have paid to said B. Brierly $275. the price agreed by said Coe to be paid therefor – a good and sufficient conveyance in fee simple with the usual covenants of all my interest in and to that certain piece &c of land – Commencing at a stake marked H H standing upon the line of land formerly owned by Joseph Gale at the corner of land lately purchased from Jose Augustin Navaez by Oliver Cottle and running thence along the line of said Cottles purchase N 37° 30' W 21,05 Chains to a stake marked a a, thence still following said Cottles line N 39° 30' – to the intersection of the Northern boundary line of Jose Joaquin

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Narvaez' portion of the said Rancho de San Juan Bautista ~ thence following said in a Northerly direction to a willow tree standing in Mr Bird's field known as the corner of the line of the said Jose Joaquin Narvaez ~ thence S 33° 12' E to the center of the Rio San Jose de Guadalupe thence up said river to a point between a large Sycamore marked "N" and a small one marked "W" which point is designated by a stake standing upon the East bank of said river mark 8 ~ thence up the center of said river to the said line of Joseph Gale: thence along said line to the place of beginning. My interest being one undivided equal third portion.

Also one other piece parcel or interest of land had of Mr Isaac Bird ~ Beginning at a stake in the corner of the field and near the Los Gustos ~ thence running Northerly by the Los Gotos wood to a stake a little South of Mr Isaac Bird's ditch by which he conveys water from the Los Gotos to his orchard ~ thence running due E, to the first old brush

fence ~ thence due South to a point where it would strike a line made by a continuation of the willow fence which bounds said Birds claim on the South.

Also any public land that may belong to me North of Joaquin Navaez North line as described in the deed of May 2/59 ~ from said Navaez to S. S. & P. C. Easley and W. T. Brierly and no public land outside of said bounds ~ to include 75 acres more or less

Ackd Feby 16/60
Before C. T. Healy N.P.

Recorded " " "
Liber A Misc p 251

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Benjn Brierly
To
H. H. Coe

Deed

Dated Jany 19/60

Cons $ 2750.

grant, bargain, sell alien remise release convey and confirm unto the 2d party his heirs and assigns forever all right title and interest in and unto that tract of land lying and being situate in the County of Santa Clara in the State of California and known as a part of the Rancho de San Juan Bautista and bounded as follows viz: Commencing at a stake marked H.H. standing upon the line of land formerly owned by Joseph Gale, at the corner of land lately purchased by Oliver Cottle from Jose Augustin Narvaez and running thence along the line of said Cottles purchase N 37° 30' W 21.05 Chains to a stake marked AA. thence still following said Cottles line N 39° 30' to the intersection of the Northern boundary of Jose Joaquin

Narvaez's portion of said Rancho de San Juan Bautista, thence following said Narvaez's boundary in a Southerly direction to a willow tree in Isaac Bird's field, known as the corner of Jose Joaquin Narvaez's land, thence S 33° 12' E to the centre of the Rio de San Jose de Guadalupe ~ thence up said River to a point between a large Sycamore marked N and a small one marked W at which point there is a stake marked S. thence up the center of said River to the line of Said Gale, and thence along said line to the place of beginning ~

The right title and interest conveyed by these presents is to one equal and undivided third of the above described tract. Also all my right and interest in and to the parcel of public land given to me by Isaac Bird. Commencing at a corner of the field near the Los Gatos road ~ thence following said road to a stake near the ditch by which said Bird conveys water to his orchard ~ from the Los Gatos thence due East to the first old brush fence, thence due South untile it would

strike a line made by continuing the willow fence which bounds said Isaac Birds claim on the South and any public land belonging to me lying between the above described tract and Mr Isaac Birds land and no other.

(Covenant Warranty against Grantor)

(Signed)

Benjn Brierly (seal)

Ackd Nov 15/60

Before Thos. P. Hawley N.P.

County of Nevada

Recorded Nov 21/60

Liber M Deeds p 606.

J. Bohokey
Loreto
his wife
To
H. W. Coe

Covenant

dated Feby 28/60

Cons $60.00

Bargain, sell, convey and deliver unto said H W Coe 1/3 interest in the following described land bounded as follows to wit: On the West by the road leading from the crossing of the Los Gatos towards the farm of H C Melme, on the South by the land claimed by the widow Sepulveda, on the East by the land of H. W. Coe and on the N. by a ditch leading from the Los Gatos to the land of said Coe, the land North of the ditch, also belonging to said H W Coe. The land in the above described boundaries is stated by Bokokey and wife to contain 15 acres with a small frame house on the same. but the interest sold to said Coe shall not be considered

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less than 4 acres. We said Bojorques and wife deliver to the said Coe the possession of all the above described land with the improvements thereon and to have the other two thirds for keeping the fences in repair.

And the said Bojorques and wife further agree and bind themselves and to sell all their interest in the above described land to the said H. W. Coe so soon as they shall have proved their pre-emption claim and title to the same satisfactory +

signed. John his mark + Bojorges (LS)
Loretto his mark + Bojorges (LS)

Witness
Henry Dufais
John P. Fleming

Ackd Feby 5/62
Before Geo W. Goell N.P.
by Juan Bojorques and Loreta Bojorques his wife.

Receipt for $12.50 in addition to the $60. paid agreed to be allowed as payment on an additional acre of land as aforesaid at rate of $15. dated Feby 24/60

(Sgd) John his mark × Brojorges (LS)
Loretto his mark × Brojorges (LS)

Witness
J. P. Fleming

Ackd Feby 8/62
before Geo M. Yoell N.P.
by Juan Bojorques & Loreta his wife
Recorded Feby 8/62
Liber A Misc p 445.

Note

The Record referred to in above covenant does not exist.

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Henry W. Cove
and his wife
Hannah H. Cove
Stephen J. Easley
and his wife
Rebecca Easley
To
Pleasant C. Easley

Deed

Dated Mch 15/60

Cons $1.00

Remise release and quit Claim unto 3d party his heirs and assigns forever. all that certain piece &c of land - part of the Rancho San Juan Bautista or Narvaez Rancho - Beginning at a stake standing in a pond near a spring and at the end of a post and rail fence and running thence along said fence N 38½° W 15.10 Chains to a stake the SW corner of S. J. Easley - thence along the said Easleys S line N 49° 46' E. 4.3 Chains to a stake upon the W bank of the Guadalupe river and in the boundary

out

36

line of the official survey of the Navaez line as surveyed by C. T. Healy Esq U S Deputy Surveyor - thence along the said boundaryline S 51½° E. 3.50 chains and S 7° 30' W 18.00 chains to a stake in said boundary - thence S 49° 46' W 29.50 chains to place of beginning. Containing 59 acres. (Courses all true Mag Var. 15° 30' E) This being a deed of partition between the parties hereto.

No witness (Signed, Henry W Coe (Seal,

Hannah H Coe (Seal,

S. J. Easley (Seal,

Rebecca her + mark Easley (Seal,

Ackd Mch 19/63

before Geo M Goell N P

Recorded " 20 "

Liber Q Deeds p 580.

3rd Dist. Court Santa Clara County

Oliver Cottle — Case No.
John A. Cottle — 1358.

vs

Antonio Figueroa,
Henry W Coe, — Req. E.
Henrico Parvo & — pp.
Jose Mesa — defts

Aug 2/60. Complaint filed to recover possession of lands derived by Cottles from Narvaez see deed on pp 2d. of this Abst.

" 9 " Summons issued.

" 22 " Answer of all defts filed.

" 27 " Summons returned endorsed with certificate of service on each of within named defts. personally in Santa Clara County Aug 10/60 by sheriff.

" 29 " Demurrer to defts answer filed

" " " Motion to strike out demurrer

Aug. 29/60 Replication of pltf. to defts
answer filed.

May 4/63. Findings filed.
Judgment entered.

"This cause coming on regularly for trial
"at the May term A. D. 1863. of said District
"Court, L. Archer Esq. appearing as coun=
"sel for the plaintiffs and the defendants
"not appearing in person or by Attorney
"the cause was tried before the court sitting
"without a jury, Whereupon the testimony
"of P. C. Easley being heard and the evi=
"dence being closed, the cause was sub=
"mitted to the Court for consideration
"and decision upon the evidence, pleadings
"and documentary proofs and after due
"deliberation thereon, the Court renders
"its finding and decision in writing
"and orders that Judgment be entered
"in accordance therewith — Wherefore
"by reason of the law and the finding
"aforesaid, it is ordered, adjudged
"and decreed that the said Plaintiffs
"herein do have and recover of and
"from said defendants the possession

(of the premises referred to in the complaint) Jud. Book, C. pp. 453.

May 7/43. Bill of Costs filed
" 19 " Writ of Restitution issued
July 21 " " " " returned
Served by removing deft. Jose Mesa and placing J. A. Cattle in possession of premises.

Mariah F. Brierly
wife of B. Brierly
To
H. H. Coe

Deed

Dated Nov 15/60

Cons $ 1.00

Remise release and quit claim unto the said party of the second part and to her heirs and assigns forever, all my right title and interest in and to that certain piece or parcel of land lying and being in the County of Santa Clara and bounded as follows viz: Commencing at a stake marked III standing upon the line of land formerly owned by Joseph Gale and at the corner of land lately purchased by Oliver Cattle of Jose Augustin Narvaez ~ thence following said Cattles line 37° 30' W 21.05 chains to a stake marked AA ~ thence over said line to the Northern boundary of said Joaquin Narvaez's portion of the Rancho San Juan Batista, thence on said

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boundary line to a willow tree in Isaac Bird's field known as said Narvaez's corner, thence S 33° 12' E. to the center of the Rio San Jose de Guadalupe thence up the middle of said river to a stake marked S between two Sycamores the large one marked N, the small one J.N: thence up the middle of said river to the aforesaid Gale's line: thence along said line to the place of beginning. The portion of land I hereby quit claim is one equal and undivided third of that portion of the Rancho San Juan Batista included within the above bounds, and I further quit claim all my right title and interest to any public land lying between the above described land and the land of Mr Isaac Bird.

Benj^a Brierly (seal)
Hannah F Brierly (seal)

In presence of
Thomas P Hawley

Ack^d Nov 15/60
Before Thomas P Hawley Jus
County of Nevada

Recorded Nov 21/60

Liber "N" of Deeds p 608.

Note. The body of the above deed recites only Mariah F. Brierly - but the deed is signed and acknowledged by both as shown.

40

Henry W Coe
Hannah H. Coe
his wife
To
Henry Dupait

Deed

Dated Nov

Cons $1500.

Remise release and quit claim unto 2d party his heirs and assigns forever, all that certain piece or of land bounded and described as follows to wit: Commencing at a stake on the corner of the Los Gatos ~ "following down the said Creek Los Gatos Wood" to a stake near Isaac Birds ditch where he conveys water to his orchard ~ thence a due East course to an old Brush fence (the first old brush fence) thence due South course following the line of fence to the enclosure of the premises and land now occupied by the first parties, said tract of land is bounded on the South by the enclosure of the land and premises now occupied

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by the parties of the first part and also Cottles and Settles Nauvée boundary and on the West by the old Los Gatos Road - said land supposed to contain about 20 acres the same more or less. - It being expressly stipulated that the land hereby conveyed shall always be subject to the following described Leases to wit Leases from H C Coe to Burraillac dated Octo 10/60 - for 5 years.

L W Coe to Thomas Finnessy dated Aug 5/61 for 5 years, and

H W Coe to M. Malary and B Gannon dated June 1/62

Ackd Nov 26/62
Before Geo M Scott N.P.

Recorded Dec 18/62
Liber Q Deeds p 299.

Henry Dupart
To
Henry W. Coe

Mortgage

dated Nov 19/62

covers.

Tract described in deed on pp 41. of this Abstract.
To secure payment of $1200 as per 5 certain promissory notes.

Recorded Dec 18/62
Liber E of Mortgs p 595.

Assigned.
by assignment made executed and acknowledged by H.W. Coe to Edward Anzerais & John Anzerais

Recorded Dec 23/62
Liber E of Mortgs p 608.

Cancelled on margin of Record of Mortgage thus, "Satisfied in full this 28th

42

day of November AD 1866.

E Auzerais John Auzerais

Attest

M. Leavenworth Recorder

by H Hoffman Deputy

Henry H. Coe
and his wife
Hannah H. Coe
To
James M. Patterson

Deed

Dated Mch 17/63

Cons $800.00

Remise, release, and quit claim unto 2d party his heirs and assigns forever. All that certain piece &c of land a part of the Rancho San Juan Bautista or Narvaez Rancho, Commencing at a stake marked "P" upon the North boundary of the Rancho San Juan Bautista as finally surveyed by C. T. Healy Esq US Deputy Surveyor and running thence along said boundary North 88° E. 5.74 chains to the centre of the Channel ~~of the~~ Guadalupe River a thence following the meanderings thereof a general course of S 51° 30' E. 8.77 chains to a stake at the corner between the lands of Coe and Easley thence S 61° W 16.63 chains to a stake in the center of a Slough or arroya at

43

the place where Easley's fence crosses the same ~ thence Northerly 11.30 chains to the place of beginning ~ Containing 11 3/10 acres Reserving and excepting herefrom the right of way to said first parties their heirs and assigns through said tract of land above described along Easleys fence the whole length thereof and 15 feet in width

Ackd Mch 17/65
Before Geo W. Goell N.P.

Recorded " 20 "
Liber Q of Deeds p 582.

Stephen J Easley
and his wife
Rebecca Easley
Pleasant C Easley
and his wife
Susan Easley
To
Hannah H. Coe

Deed

Dated Mch 18/63

Cons $320.00

Remise, release and quit claim unto 2d party her heirs and assigns forever, all that certain piece &c of land, part of the Rancho San Juan Bautista or Navaez Ranch, Beginning at a Redwood post standing upon the West side of the Guadalupe River marked "N N° 21" being the N.E. corner of the official Survey of the Navaez Ranch as set by C.T. Healy Esq, U.S. Deputy Surveyor and running thence along the Northern boundary of said official Survey S 88° W 50.05 chains to a stake: thence South

44

38½° E 22.06 chains to a post and rail fence thence along the said fence N 70° E 18.10 chains to a stake: thence S 25½° E 7.00 chains to the corner of a board fence: thence along the said fence N 61° E 25.80 chains to a stake upon the West bank of the Guadaluke River and in the line of the aforesaid official survey – thence down the Creek and along the said line N 51½° W. 8.77 chains to the place of beginning Containing 61¼ acres, Fourses all true.

Mag. Var. 15° 30' E.

Witness (Sgd) S. T. Easley (seal)

Geo M Goell Rebecca her + mark Easley (seal)

P. C. Easley (seal)

Susan her + mark Easley (seal)

Ackd Mch 19/63

Before Geo M Goell N P

Recorded " 20 "

Liber Q Deeds p 584.

Henry W. Coe
Hannah A. Coe
his wife
Pleasant C Easley
Susan Easley
his wife
To
Stephen J. Easley.
Deed

dated Mch 18/63

Cons. $1.00

Remise, release and quit claim unto second party his heirs and assigns forever, part of the Rancho "San Juan Bautista" Beginning at a stake on the West bank of the Guadalupe River and in the line of the official Survey of the Narvaez Rancho, and being the South East corner of Hannah A Coe's land, and running thence along said A. A. Coe's line S 61° W 25.80 chs. to a stake; thence N 25½° W 7.00 chs to a post and rail fence; thence along said Rail fence S 70° W 18.10 chs. to a stake: thence S 38½° E 22.30

Out

45

chains to a stake corner of P. C. Easley's tract; thence along the said P. C. Easley's line N 49° 46' E 43. chs. to a stake upon the West bank of the Guadalupe River and in the official survey aforesaid thence a-long the said boundary N 51½° W 4.50 chs. to the place of Beginning. Containing 50 $\frac{29}{100}$ acres. Courses all true. Mag. var. 15° 30' E. this being a deed of partition between the parties hereto.

Ackd Mch 19/63.

before Geo. M. Goell N.P.

Recorded " 20 "

Liber D. of deeds pp. 587.

Henry W. Coe
To
James M. Patterson

Lease

dated Mch 20/63

Cons. $50. for term of 9 months from March 1/63.

7 acres on N. & S. sides of a certain lane.

Recorded Mon 25/63
Liber A. of Leases. pp. 239.

46

John A. Cottle
To
Hannah H. Coe
wife of
Henry W. Coe.

Deed.

dated Sept 23/73.

Cons. $510.00

Grant, bargain, sell, remise, release convey and quit claim unto second party her heirs and assigns forever. All right title and interest of first party in and to piece of land situate about one mile in a Southerly direction from San Jose, Commencing at a post near a row of Willow trees or hedge, and running thence along said hedge N 61½° E. 3.29 chs. to line between Coe & Cottle: thence along said line N 38½° W 18.96 chs. to the North boundary line of Rancho of said Cottle: thence along said boundary line S. 69° W. 3.29 chs. to a post: thence S 38½° E 19.39 chs to place of Beginning. Containing

out

47

6 1/4 acres no more nor less. Var 16 1/2° E.
The interest hereby conveyed consists of an equal undivided 1/2 interest and being same property sold by Narvaez to John A. and Oliver Cottle.

Ackd Sept 21/63.
before L. C. Bostick Co Recorder
by M Leavenworth Deputy.
Recorded Sept 21/63
Liber R. of deeds pp. 380.

Oliver Cottle
To
Hannah M. Coe
wife of
Henry W. Coe.

Deed.

dated Dec. 23/63.

Cons. $500

out

Remise, release and forever quit claim unto second party her heirs and assigns forever (same property in same terms as described in deed from J. A. Cottle on pp of this abstract.)

Ackn'd. Dec. 23/63
before L. C. Bostick Co Recorder
by McLeavenworth Deputy.

Recorded Jany 2/64
Liber R. of deeds pp. 746.

48

Henry W. Coe
To
John W. Farmer

Lease.

dated Jany. 11/81.

of part of property in question.
for 3 years from Jany. 2/81.
Rent 1/2 of products & proceeds

Except 10 acres leased to Reminger et als. and dwelling house, Stable & right of way of Lessor.

Recorded Jany. 12/84
Liber A. of Leases pp. 282.

49

Henry H. Coe
To
James M. Patterson

Deed.

dated Mch 17/64.

Cons. $1.00

Grant, remise and convey and quit claim unto second party his heirs & assigns forever. All the right title and interest of first party in and to that certain tract of land bounded by a line commencing at the N. W. corner of the tract of land conveyed by said Coe & wife to said Patterson by deed of Mch. 17/63. and running thence Northerly on the same course with the Westerly line of said tract of land so conveyed until it reaches the land now in possession of Isaac Byrd; thence along said Byrds Southerly line in an Easterly direction to the Guadaluse creek; thence up said creek to the N. E. corner of said

50

tract so conveyed to Patterson, and from thence to the place of Beginning - Containing about 2 acres a little more or less.

Acknd. Mch 31/64
before Geo. M. Yoell J.P.
Recorded Mch 24/65
Liber T. of deeds. pp. 472.

Henry W. Coe
Hannah H. Coe,
his wife
To
Francis Stock.

Mortgage

dated Nov. 30/64.

Covers property in question.

To secure payment of $3000.00 in 18 mos. and int. at 1½ % per month payable quarterly or compound. Gold bonn.

Recorded Dec 1/64
Liber G. of Mortgages pp. 422.

Cancelled on Margin
" Satisfied in full this 7th day
attest — " of Jany. 1867. F. Stock.
M Leavenworth
Co Recorder

5

Joseph H. Dupaix
To
Mrs. Hannah H. Coe.

Deed.

dated June 23/65.

Cons. $1.00

Grant, bargain, sell, convey and confirm unto second party her heirs and assigns forever.

(same land bought by Dupaix of Mrs H. H. Coe see pp of this Abstract)

Ackd. June 23/65
before W. W. Lawton N.P
San Francisco Co.

Recorded Aug 30/65
Liber U. of deeds pp. 63.

The United States
of America
By
Andrew Johnson
To
Augustin Narvaez

Patent

Dated Dec 1/65

Petition filed Feby 27/52 with Land Commissioners for two square leagues ~ Claim founded on Mexican Grant dated Mch 30/44. Decided adversely by Commissioners Nov 15/53 ~ On appeal to U. S. District Court on July 5/55 decision of Commissioners reversed ~ and claim of said Augustin Narvaez confirmed to two square leagues ~ provided the same be contained within the boundaries of said Grant and if not then there is confirmed to him the lesser quantity.

Land Commission
Case N° 75.
District Court
Case N° 7.

53

Survey made May 1860 — 88 79/54 acres
Survey authenticated Dec 2/63.

Recorded Vol 5 pp 244 &c
General Land Office

Recorded Apl 13/66
Liber A of Patents p 65.

Henry W. Coe
Hannah H. Coe
his wife
To
Joseph Neuman
William W. Meyer

Deed.

dated Oct. 24/66.

Cons. $300.

Grant, bargain, sell, convey and confirm unto second parties their heirs and assigns forever, All that piece of land, Beginning at a post in the middle of the Los Gatos River, and running thence S 43 3/4° E 16.44 chs. to a post in the fence near the gate of H W Coe thence along said fence N 24 3/4° E 8.00 chs to a post; thence E 1.17 chs to the S. W. corner of land owned by Bird; thence along Bird's W. line N. 4 3/4° W. 4.00 chs to a post; thence along Birds Southern line W 14.20 chains to a post; thence N 56 1/4° W. 1.46 chs to the center of the Los Gatos River; thence up said River; S 39° W 25 links to the

Out

54

place of Beginning. Containing 9 $\frac{048}{1000}$ acres. Mag. Var. 4½° E. Also a strip upon the Northern side of above described tract, 18 feet wide at the East end and 4 feet wide at the West end. First parties reserve the right of way over the present road until Second parties shall lay out and open a road; and then the right of way over such laid out road.

Ackd Oct 24/66
before F. E. Spencer N.P.
Recorded " 30 "
Liber V. of deeds. pp. 434.

Henry W. Coe
Hannah H. Coe
his wife
To
William Waldemar Meyer
Joseph Newman.
Deed

dated Dec 31/66.

Cons. $2893 50

Grant, bargain, sell: convey and confirm unto second parties their heirs and assigns forever, All that certain Lot of Land, Beginning at a stake in the center of the Los Gatos creek on the boundary line of the land formerly owned by Bird & Coe, and now sold to Newman & Meyers: running thence S 54¼° E 1.46 chains to a gate in the road leading along said Los Gatos creek from Sanhse to said Coe's house and to the silk factory of said Newman & Meyers now in course of erection: thence East 14. 20 chains to a fence corner: thence S 4¾ E. along the fence on the boundary of 4.00 chains to a fence corner thence W. 1. 17 chains to another fence corner

Out

55

; thence S. 24 3/4° W. 7.50 chains to a post N. of road leading to Coe's house; thence crossing said road East of the Gate in the fence above mentioned, and throwing said gate into the purchase of said Newman Meyers S 26 1/2° E. 11.04 chs to a post in the fence of a corral; thence S 63 1/2° W 5.74 chs to the line of Cottles land; thence along said line N. 38 1/2° W 11.36 chains to the N. corner of Cottles land; thence S 69° W to a post in the center of the Los Gatos creek; thence along the center of the Los Gatos creek and following it's meanderings N 12° E. 5.00 chs. N 17 1/4 E 11.80 chs & N 39° E 5.00 chs to place of Beginning. Containing 34.34 Acres Mag. Var. 16 1/2 – East; being the same described in a contract of sale between the parties hereto dated Octo 26/66

Ackd Dec 31/66
before C. G. Thomas N. P.
Recorded Jany. 23/67
Liber X. of deeds pp. 134.

Note.

The Contract of Sale above referred to was recorded Octo 24/46 in Liber B of Miscellaneous Records pp. 578.

Henry W. Coe
Hannah A. Coe
his wife
To
John G. Roberts

Mortgage

dated Jany. 7/67.

Covers All the property in question

To secure payment of $3700. in three years after date with interest at 1% per month, payable quarterly or compound. All Gold Coin.
Whole sum to become due upon 30. days default in payment of interest, at option of second party.
Counsel fees 10% on amt of Judgt.
Reserved right to pay off matured liens &c. add advances to principal hereof and the same to draw 2% per month interest.

Ackd. Jany 7/67
before Chas. G. Thomas N.P.

57

Recorded Jany 7/67
Liber T. of Mortgages. pp. 68.

Cancelled on margin
20th March 1871
by John G. Roberts

Attest
Jos R Johnson County Recorder
by Henry Uhrbrock Deputy

~~Third~~ District Court Santa Clara Co
State of California.

Stephen J. Easley. pltff.
vs
Henry H. Coe
Hannah H Coe his wife
et al. defts

out

Lispendens

dated Apr 18/68

To correct 3 several deeds of partition made March 18/63. One by defts Coe. and P. C. Easley & wife to Plaintiff and recorded March 8/63 in Book Q. of deeds pp. 587. One by plaintiff and defts Coe. to deft P. C. Easley and was recorded March 20/63. in Book Q of deeds pp. 580. and one by plaintiff and wife to deft H. H. Coe and was recorded March 20/63. in Book Q of deeds. pp. 584. affecting all that certain piece &c of land, part of the Rancho "San Juan Bautista" Beginning

58

at a Redwood post standing upon the W. side of the Guadalupe river, marked "N 21" being the N.E. corner of the official Survey of the Narvaez Rancho and running thence along the Northern boundary of the said Survey S 88° W 50.05 chs. to a Stake: thence " 38½° E 22.06 " " " post & rail fence: thence along the said fence N 70° E 18.10 chains to a stake: S 25½° E. 7.00 chains to the corner of a board fence: thence along the said fence N 61° E 25.80 chs. to a stake upon the W. bank of the Guadalupe River in the line of the said Survey. thence down the Creek, along the said line N 51½° W 8.77 chs. to the place of Beginning: Containing 69.66 acres more or less.

Filed Apr 18/68.

Liber 1. of Lispendens. pp. 77.

Third District Court Santa Clara Co

Stephen J. Easley — Case 2704.

vs

Henry W. Coe — Reg Epp. 291

et als

out

Apr 17/68. Complaint filed

June 23 " Summons issued.

" 30 " " returned served.

July 2 " Demurrer filed

Sept. 14 " " argued. Cause

Continued.

" 15 " Motion & order to amend

Complaint.

" " " Order sustaining Demurrer.

" 16 " Judgment dismissing the

Complaint Jud. Book D. 549.

" " " Bill of Costs filed

59

Oct 5/69

A. W. Coe
To
Ah Toy
Man Ou.

Lease

dated

Made to take effect from the first day of November 1867. of 30 acres of land situate in said County of Santa Clara known as the Hopfield of first party and also 10 acres of unoccupied land adjoining said hopfield to be planted with Hoproots during the present year.

For four years ending Nov 1st 1871.

For one dollar for said term. Lessees agreeing to break up and plough fit and plant with hops the said tract of 30 acres more or less. part of this now used as a hopfield - and when the hops are mature and fit for use to properly pack and bale the same - properly gather, dry and cure the same and deliver the one half of said crop of hops so cured and baled to first party at his house

and also a sufficient quantity of Hops to pay any and all advances that said first party may make to second party from time to time. first party to furnish the baling material for his one half of the crop - as aforesaid.

First party agrees to take in payment of such advances as he may make to second party - Hops at such cash prices as first party may contract for in San Francisco.

Second party to pay $140. per annum for the keeping of 2 horses - to do the necessary work on the farm.

First party to have the privilege of hiring one man to do the plowing and hauling and necessary teaming at expense of second party, except the board of said man which is to be furnished by first party - said man to do sufficient work to compensate first party for board. First party agrees to furnish the tools &c now in use for cultivation of said Hops - but any required hereafter to be furnished jointly - Second party to remove any tools or implements whatever unless for the interests of the farm.

The said 2d party neglecting to cultivate

the hops in a good and workmanlike manner. The first party shall have the privilege of employing a certain number of men to do the work in a thorough manner, at their expense. The said 1st party agrees to build a dry house if necessary at a cost of about $2000. and said 2d party agree to pay rental value of $400 in advance for the use of said dry house for the term of 4 years. Any alteration or repair necessary after completion to be shared in jointly and paid for at each annual settlement with all other Tools. Implements &c. that may be obtained. The party of the second part also bind themselves to deliver up at the expiration of this lease to the said 1st party or sooner if demanded, all the Tools or implements they may have in their possession. The said first party also agrees to furnish the requisite number of Hops poles, the expence of which shall be shared in jointly. It is further agreed that the said first party shall at all times during the continuance of this lease have the right to enter into and upon the said premises hereby demised for any

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and all purposes whatsoever, and that the said 2d party shall not and will not assign or underlet said premises or any part thereof without the written consent of the first party or his legal representatives first thereunto had.

The 2d party further agrees that in the event of the first party wishes to annul this whole covenant and agreements by reason of sale of the said property. The 2d party will receive all their rights for a just and ressonable compensation hereafter in such event to be agreed upon. The 2d party further agrees to pay to first party at each annual settlement all just damages which the said 1st party may suffer and sustain either by inattention neglect or carelessness or by theft when the evidence is conclusive that the party of the 2d part or any of his or their workmen are the aggressors.

The 2d party further agrees to pay one half of the amount of insurance on any building or storehouse used in curing or storing the hops, provided the 1st party deems it wise and prudent to insure the building and crops of Hops. It is further agreed that that if default be made in the payments

of any stipulations made or in any of the terms covenants and agreements and conditions herein contained by the said 2d party to be paid kept and performed, then it shall be lawful and competent for said 1st party or his legal representatives at his or their option without any legal process or warrant other than is herein contained to re-enter into and upon and take possession of the said premises and all other appurtenances etc etc. paying no damages whatsoever and the same to have again re-possess and enjoy as in the first and former estate without thereby excluding said 1st party from the right to recover any other or further damages sustained by reason of such defaulet. In witness whereof the said parties have hereunto set their hands and seals.

Henry W Coe (seal)
Man On
mark 4 ~~7~~ x ~~2~~ (seal)
Ah Foy
mark ~~H~~ (seal)
H H Coe (seal)

Witness
James W Brayton.

62

Ackd by Marden and Ah Foy Oct 12/69
Before Wm B Rankin N P
Ackd same day before same Notary by
Coe + wife

Recorded Oct 12/69
Libr R Leases p 164.

Henry W Coe
Hannah H Coe
his wife
To
Horatio P. Livermore

Deed

Dated Dec 20/69

Cons $10,000.

Grant bargain sell convey and confirm unto 2d party his heirs and assigns forever. all those certain lots pieces &c, of land to wit ~ part of the Rancho San Juan Bautista or Navaez Rancho ~ Beginning at a redwood post standing upon the West side of the Guadalupe River marked "N N° 2" being the North East corner of the official survey of the Navaez Rancho as set by C. T. Healy Esq U.S. Dep Surveyor: and running thence along the Northern boundary of the said official survey S 88° W 50.05 chains to a stake. thence S 38½° E 22.06 chains to a post and Rail fence: thence along the said fence N 70° E 18.10 chains to a stake: thence S 25½° E 7.10 chains to the corner of a Board

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fence; thence along said fence N 61° E 25.80 chains to the place of beginning. Containing 61 7/10 acres. Courses true. Magnetic Variation 15° 30' E. less 7 acres - sold to Joseph Newman. Also - Beginning at a point in the center of the Los Gatos Creek and upon the Northern boundary of the Navaez Rancho and running thence along said boundary of Rancho N 88½° E. 14.60 chains to a post at the corner of land of Newman & Meyers - thence along the South Western line of said land of Newman & Meyers N 45½° W 14.21 chains to a post near the center of said creek and thence up the center of said Los Gatos Creek S 39° W. 4.75 chains and S 17¼° W 6.80 chains to place of beginning - Containing 7 26/100 acres. Mag. Var. 16½° East. Also - Beginning at a post upon the Northern boundary line of the Navaez Rancho and at the South Eastern corner of land in possession of Newman & Myers and running thence along the Northern boundary of said Rancho N 88½° E. 36.20 chains to a post in the Western boundary of land in possession of Patterson - thence along Pattersons Western

54.71
7.96
12.18
71.15

line N 23¾° E. 3.25 chains to a post on the Southern line of land of Bird - thence along Birds land N 88° W. 32.60 chains to the South West corner of said land of Bird - thence West 1.17 chains to a post and thence along Newman & Meyers land S 24¾° W 6.22 chains to place of beginning. Containing 14 45/100 acres. Mag. Var. 16½° E.

Subject to a Mortgage given to one Roberts for $3700. drawing interest at rate of 1% per month -

Ackd Dec 31/69
Before F. J. Thibault N.P.
San Francisco Co.

Recorded Dec 31/69
Liber 16 of Deeds p 388.

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Horatio P Livermore
To
Henry W Coe

Covenant

dated Dec 20/69

The conveyance made to me by Henry W Coe and Hannah H Coe of the County of Santa Clara &c of the following Real Estate to wit: see deed on pp of this abstract. is hereby declared to have been made upon the trusts and confidences hereinafter expressed and not otherwise namely - To have and to hold the said lots of land as additional security for the payment to Redington. Hostetter & Co of San Francisco of the sum of $11 208 89 in the Gold coin of the United States - the same being at this date, the amount of the acceptances and advances of said firm to said H W Coe upon a consignment of Hops made by said Coe to said firm - and said lots of land are also held by me as security for any further acceptances and advances not exceeding

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(with those already made $17500. which said firm may give or make to said H. W. Coe with interest paid by said firm on said acceptances at the rate of 1½% per month in like Gold Coin. And if the said H W Coe his heirs executors or administrators shall well and truly pay or cause to be paid to the said firm the amount of any and all advances and sums paid by said firm on their acceptances now or hereafter made, with interest thereon all in U.S. Gold Coin.

Then on request, but at his own proper cost and charge I covenant and agree to convey said lots of land to said Henry W Coe his heirs executors administrators or assigns.

But if the proceeds of the sale of said hops so held by said firm on consignment should be insufficient, after deducting all proper charges to pay the amount of the advances aforesaid. And if the said H W Coe shall fail to pay to said Redington Hostetter & Co the difference between the proceeds of the sale of said Hops and the amount of their advances and the sums paid by said firm on their said acceptances within 60 days

from the time when said deficiency is ascertained. then I am to sell said lots of land or so much thereof as may be necessary under the order of any Court of competent jurisdiction, and out of the money arising from such sale, to pay to the said Redington Hostetter & Co. the amount of said deficiency – together with the interest thereon in United States Gold Coin, and to retain the costs and charges of making such sale and also a percentage at the rate of 5% as Counsel fees upon any judgment recovered, and also the amounts of all such payments of taxes, assessments or incumbrances as I may deem it necessary to make to protect said trust property with interest on such payments at the rate of 2% per month in Gold Coin and to return the overplus (if any there shall be) to the said Henry W. Coe, his heirs, executors, administrators and assigns.

Ackd Jany 3/70
Before F. J. Thibaut N.P.
San Francisco Co

Recorded " 4 "
Liber O Misc p 492

The City of San Jose
By
J A Lumby
Mayor
To
H H Coe.
dated
Deed
Cons $400.
Dec 25/66

Ordinance Authorizing the Sale of Pueblo Lands

To H H Coe

WHEREAS, by virtue of an Act of the Legislature of the State of California, approved January 17th, 1866, entitled "An Act to Abolish the Board of Commissioners of the Funded Debt of the City of San Jose," the Mayor is authorized to sell the lands of said city, in such manner and at such prices as the Common Council shall by ordinance direct, therefore,

BE IT ORDAINED by the Mayor and Common Council of the City of San Jose, as follows:

SECTION 1st. The Mayor of the City is hereby authorized and directed to sell and convey to H H Coe on payment to the City Treasurer the sum of $400 dollars, the following described tract or parcel of land, being a portion of the Pueblo Lands of the City of San Jose, to have and hold the same in accordance with such conveyance, (which said conveyance shall be attached to a certified copy of this ordinance,) the said H H Coe having heretofore complied with the rules and regulations of the Mayor and Common Council of the said City for the sale and disposition of such lands, to wit: All those certain tract or parcels of land lying and being in the County of Santa Clara, in the State of California, and Beginning

8 1

at a point in the center of the Los Gatos Creek and upon the Northern boundary of the Navaez Rancho, and running thence along said boundary of Rancho N 88½° E 14.60 chs to a post at the corner of land of Newman & Meyers, thence along the South Western line of land of Newman & Meyers N 43½° W 14.20 chains to a post near the center of the creek, thence up the center of said creek S 39° W 4.75 chains and S 17¼° W 6.80 chains to the place of beginning. Containing 7 96/100 acres. Mag. Var. 16½° E.

Also, Beginning at a post on the Northern boundary line of the Navaez Rancho and at the South Eastern corner of land in possession of Newman and Meyers: and running thence along the Northern boundary of said Rancho N. 88½° E. 36.20 chains to a post in the Western boundary of land in possession of Patterson thence along Pattersons Western line N 2¾° E. 3.25 chains to a post on the Southern line of land of Bird: thence along Birds land N 88½° W 32.60 chains to the South West corner of said land of Bird: thence West 1.17 chains to a post and thence along Newman & Meyers land S 24¾° W 6.22 chains to the place of beginning. Containing 14 45/100 acres. Magnetic Variation 16½° East.

SECTION This Ordinance to take effect and be in force from and after its passage and approval.

Passed this 27th day of December, A. D. 1866

John T. Colahan
City Clerk.

Approved this 28th day of December, A. D. 1866.

J. A. Quinby
Mayor of the City of San Jose.

State of California, } ss.
COUNTY OF SANTA CLARA.

I, **JOHN T. COLAHAN,** City Clerk in and for the City of San Jose, do hereby certify that the above is a true and correct copy of an original Ordinance now on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City, this 28th day of December 1866.

John T. Colahan
City Clerk.

This Indenture, made this 28th day of December in the year of our Lord, one thousand eight hundred and sixty-six BETWEEN J. A. Quinby as the Mayor of the City of San Jose, party of the first part, for and on behalf of the Mayor and Common Council of the said City of San Jose, and N. H. Coe of the County of Santa Clara in the State of California, party of the second part, WITNESSETH, That whereas, the Mayor and Common Council of the City of San Jose, did, on the 27 day of December, A. D. 1866, duly pass an Ordinance authorizing the Mayor of said City of San Jose, to convey to said party of the second part certain real estate and premises therein described, (which said Ordinance was duly approved on the 28th day of December, A. D. 1866,) a certified copy of which said Ordinance is hereto attached, and is hereby referred to and made a part of this Indenture: Now, THEREFORE, in consideration of the premises and the sum of $400 dollars, paid by the said party of the second part as in said Ordinance directed, the receipt whereof is hereby acknowledged, the said party of the first part, for and on behalf said Mayor and Common Council of the City of San Jose, has bargained, sold, released, remised and conveyed, and by these presents doth bargain, sell, release, remise and convey to the said party of the second part and to her heirs and assigns forever, all those certain pieces or parcels of land, situate, lying and being in the County of Santa Clara, State of California, and bounded and described as in said Ordinance is set forth, which said certified copy of said Ordinance is hereby referred to for a full description of said premises:

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said party of the second part her heirs and assigns to her and their own proper use and benefit forever. Provided, always, that all covenants of warranty are hereby expressly excluded herefrom.

IN WITNESS WHEREOF, the said party of the first part, as such Mayor, has hereunto set his hand and seal, and has caused to be affixed the corporate seal of said City of San Jose, the day and year first above written.

{ LS. }

J. A. Quinby
Mayor of the City of San Jose.

Acknowledged Dec 28th, 1866, before

F. E. Spencer Jr

Recorded Dec 29th 1866, Liber H of Deeds, pp. 195

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Taxes.

State and County.

Fiscal year 1862. 50 acres assessed to Eve
Cobbles tract delinquent } delinquent ~ No dollar
See Judgments } mark in Tax List this year.
No Judgt. thereon.

1863. paid

1864. "

1865 "

1866 "

1867 "

1868 "

1869 "

1870 "

San Jose March 13/71
at 2 P. M.
Montgomery Maze

The foregoing abstract extended
to March 17/71 at 1^{35} PM
Nothing further found
Montgomery Maze

Horatio P Livermore

To

N. H. Coe.

Deed.

Dated Mch 16/71

Cons^{d} 1.

Grant bargain sell alien remise release convey and confirm unto said 2^{d} party her heirs and assigns forever, all those certain parcels or tracts of land lying and situate in the Town of San Jose, &c, conveyed to me by a deed from Henry W Coe and his wife H H Coe dated Dec 20/69 and Recorded in the Records of Santa Clara County Book 16 of Deeds pages 388 389 and 390. the object and intent of this present deed being fully and entirely to convey to the said H H Coe all my right title and interest in and to all the land described in the above recited deed. and the said deed is hereby referred to as a part hereof.

Covenant of Warranty against Grantors acts.

Ackd Mch 16/71

Before E V Joice N P

City and County of San Francisco

Recorded at 35 min. past 1 O'clock P M Mch 17/71

not yet in Book.

Judgments.

The People &c vs. John A. Cottle & 317. acres of Narvaez Rancho bounded N. & W. by the Los Gatos Creek; S. by the lands of Upton & others & East by Easley.	For State & County Taxes. Total $72. 74 Rendered Feby. 20/62 on Trans. from Just. Court

No Execution issued.

Extended
Sun Case Mch. 17/71 at 1 35 PM
Montgomery Maze

Third District Court Santa Clara County
State of California

George B. Tingley — Case No 98

vs

Henry Clarkson — Reg A pp 56.

Sep 14/50 Complaint filed. Attachment issued
Summons issued
Aug 15/51 Dismissed by Plaintiff

3rd District Court Santa Clara County

Joseph W. Johnson

vs

Henry C. Clarkson

Judgment

For $1011. and interest at 10% per annum and Costs.

Recorded — Mch 1/51
Liber A Judgments p 71

91

3rd District Court Santa Clara County

Joseph W. Johnson

vs

Henry Clarkson

Judgment

For $303.25 Interest at 10% per annum.

Dated Mch 1/51

Recorded Mch 6/61

Liber A of Judgts p 70.

Fourth District Court San Francisco Co

Isaiah C. Woods

vs

Henry Clarkson et als

Judgment

Rendered Nov 24/51 for $3293.53

5% per month interest $349.56

Costs - Docketed in said Court Judgt Book - p 192

Recorded in Santa Clara County Recorders office Nov 25/51 Liber A Judgts p 123.

Third District Court. Santa Clara County
State of California

Jno. W Johnson — Old No 199
vs — New " 197
Henry C. Clarkson — Reg A p 128

Jan 30/51. Complaint filed to recover $1000.
on Due bill to E. D. Clay - dated
Jany 20/51 and afterwards Endorsed
to Plaintiff

Summons issued
" returned
Indorsed,
Served by leaving a copy of Summons - Also of the Complaint
with H - Clarkson personally
(sgd, Jno Fontz Sh,
Santa Clara County By W A Bowles
Jan 30/51 Dp. S.

(The Register shows the following)
Feby 20/50 - Nisi

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Mch 1/50 ~ Verdict
Final judgment
" 5 " Transcript

There is no record ~ entry or
Docket of Judgment

Third District Court Santa Clara
County State of California

Jos. W. Johnson — Old Case No. 200
vs — New Case No 197
H. C. Clarkson — Reg A p/p 128

Jany 30/51 Complaint filed to recover $300 on
one bill made to S.C. Head Jan 20/51
afterwards Endorsed by Head to
Plaintiff
Summons issued
" returned
Endorsed,
Served by leaving a copy of
the summons also of the com-
plaint with H. Clarkson per-
sonally (over)

(sgd) John Gonty Sh.
by W A Bowles D Sh.

Santa Clara Co Jany 30 1855.

(The Register shows the following)

Feby 22/50 ~ Nisi

Mch 1/ " Verdict

Final Judgment

" 5 " Transcript

There is no record, entry or Docket of judgment.

3rd District Court Santa Clara Co. California

Josiah Belden

vs

Henry Clarkson

Judgment

rendered May 17/52

Entered Judt Book A pp 287.

For $2740. debt. Interest at 3% per month.

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Andrew J. Yates

vs

Henry Clarkson

Judgment

Rendered Aug 12/52

Entered Judgt Book A pp 293.

for $100. on attachment

J. C. Cobb

vs

H. Clarkson

Transcript from Justices Court.

For $232.50 debt 8.50 Costs.

Transcript filed April 27/52

Docketed Sept 19/"

J. W. Redman

vs Case No 108

Henry Vanderslice et als

Judgment

Rendered Nov 8/53

Entered Book B p 10

for $250. poss'n of property on Market Square & costs

On this last judgment there appears to have been a sale to plaintiff for $3270 - of certain property on Market Square.

Third District Court Santa Clara County
State of California

Andrew J Gates — Case No 451

vs.

Henry C. Clarkson — Reg A p 306.

Mch 15/52. Complaint filed to recover $1000 for legal services

" 16 " Summons issued

" " " Affidavit and undertaking on attachment filed - Attachment issued. Summons returned (no date endorsed) Indorsed as follows: to wit:,
"Recd March 19th 1852 and served personally on Deft Clarkson in the City of San Francisco March 19/52 by delivering to him a copy of this Summons and copy of the Complaint and copy of Affidavit March 19 - 1852 (sgd) Jno C Hays Shff
By Thos P Johnson DS,

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March 6/52 Attachment returned

(Endorsed)

According to orders I have attached all the right and title of Henry Clarkson in and to the Narvaez Rancho situated South of the San Jose Town

March 16, 1852 – (Sgd) Jno Fontz Shff

By J W Johnson.

Apl 15/52 Demurrer and answer of Defendant filed

May 5/" Affidavit and notice of taking deposition (I find no order)

" " " Depositions filed

Aug 12/52 Judgment for Plaintiff for $1000, and ordered that the property attached viz: the Narvaez Rancho be sold to satisfy the same.

Judgt Book A p 295.

Aug 12/" Costs filed

" 24 " Execution issued

Nov 9 " " returned showing sale on Sep 16/52 of all the right title and interest of H Clarkson defendant in and to the Rancho San Juan Bautista &c,

Abstract
of the
Title of

Henry W. Coe and Hannah Huntingdon Coe his wife in and to all that certain piece or parcel of land situate lying and being in the County of Santa Clara and State of California bounded and described as follows to wit: Commencing at a point in the line between the lands of Coe and Fuller, where the said line is intersected by the South East-line of lands of Doty in corner of fence, thence running North 62¼° East 5 $\frac{4}{100}$ chains, North 28¼° West 10 $\frac{99}{100}$ chains, North 25° 54' East 7 $\frac{60}{100}$ chains, North 89½° East 13 $\frac{36}{100}$ chains South 87° 20' East 20 $\frac{64}{100}$ chains South 2½° West 32 $\frac{3,97}{}$ chains to Northerly side of County Road, thence same course 40 feet to Southerly side of said road, South 10° West 2 $\frac{50}{100}$ chains, South 30¾° West one chain, South 16° East 2 $\frac{75}{100}$ chains South 7½° West 1 $\frac{50}{100}$ chains across a lane fifteen feet wide, South 61° 02' West 9 $\frac{04}{100}$ chains, North 25° 40' West 5 $\frac{31}{100}$ chains to the Southerly side of the County road aforesaid, thence same course 40 feet across said road South 83° 50' West 4 $\frac{31}{}$ chains, South 86° 55' West 3 $\frac{47}{100}$ chains, South 64° 02' West 11 $\frac{73}{100}$ * chains, South 61° 58' West

1.

$3\frac{21}{100}$ chains, North 38 3/4 West $7\frac{64}{100}$ chains to the place of beginning – Containing Seventy $\frac{58}{100}$ acres of land – and being portion of the Rancho San Juan Bautista

Since the 20th day of December A. D. 1869

Henry W. Coe and
Hannah H. Coe his wife
To
Horatio P. Livermore
of the City and County of
San Francisco

Deed

Dated Dec 20. 1869

Cons. $10.000^00

Grant, bargain, sell, convey and confirm to the party of the second part his heirs and assigns all those certain lots pieces or parcels of land situate in the County of Santa Clara being part of the Rancho San Juan Bautista - Beginning at a redwood post, standing upon the West side of the Guadalupe river marked N No 2, being the Northeast corner of the official survey of the Navaez Rancho as set by C. T. Healey Esq U. S. Deputy Surveyor and running thence along the Northern boundary of the said official survey South 88° West 50.05 chains to a stake, thence South 38½° East 22 06/100 chains to a post and rail fence, thence along the said fence North 70° East 18.10 chains to a stake

Duplicate See page 63

thence South 25½° East 7 00 chains to the corner of a board fence, thence along the said fence North 61° East 25 80/100 chains to the place of beginning - containing 61 71/100 acres, courses all true - Mag Var. 15° 30' East, less seven acres sold to Joseph Neuman.

Also, beginning at a point in the centre of the Los Gatos creek and upon the Northern boundary of the Narvaes Rancho and running thence along said boundary of Rancho North 88½° East 14.60 14.60 chains to a post at the corner of land of Neuman and Myers, thence along the Southwestern line of said land of Neuman and Myers N 43½° West 14.21/100 chains to a post near the centre of said Los Gatos creek, South 39° West 4 75/100 chains and South 17¼° West 6 80/100 chains to the place of beginning - Containing 7 96/100 acres -

Also - Beginning at a post on the Northern boundary line of the Narvaez Rancho and at the Southeastern corner of land in possession of Neuman and Myers, and running thence along the Northern boundary of said Rancho North 88½° East 36 20/100 chains to a post in the Western boundary of land in possession of Patterson, thence along Patterson's

Western line North 2¾° East 3 25/100 chains to a post on the Southern line of land of Bird, thence along Bird's line North 88° West 32 60/100 chains to the Southwest corner of said land of Bird, thence West one 17/100 chains to a post, and thence along Neuman and Meyers land South 24¾° West 6 22/100 chains to the place of beginning - containing 14 48/100 acres

Ackd Dec 21. 1869
Before F. J. Thibault N. P.
San Francisco

Recorded Dec 31. 1869
Liber 16 of Deeds pp 388

5.

Horatio P. Livermore
of the City and County
of San Francisco
To
H. H. Coe
of San Jose.

Deed

Dated March 16. 1871

Cons $1.00

Grant, bargain, sell, alien, remise, release, convey and confirm to the party of the second part and to her heirs and assigns all those certain parcels or tracts of land lying and being situate in the Town of San Jose County of Santa Clara &c conveyed to me by a Deed from Henry W. Coe and his wife H. H. Coe dated Dec 20. 1869 and recorded in the Records of Santa Clara County in Book 16 of Deeds pp 388 &c, the object and intent of this present deed, being fully & entirely to convey to the said H. H. Coe, all my right title and interest in and to all the land described in the above recited deed and the said deed is hereby referred to as a part

Copy
Duplicate
Supra 89

7.

hereof.

Covenant against acts of grantor.

Ack^d. March 16. 1871

Before E. V. Joice N. P

San Francisco

Recorded March 17. 1871

Liber 20 of Deeds pp. 492.

Henry W. Coe and
Hannah H. Coe his wife
To
The Odd Fellows Savings Bank
A Corporation doing business in the
City and County of San Francisco

Mortgage

Dated March 16. 1871

Covers the tract of 70 $\frac{58}{100}$ acres in question.

To secure the payment of $20.000 in gold coin with interest according to the terms of a certain promissory note therein mentioned and all further indebtedness of the said Henry W. Coe his heirs or assigns to the party of the second part its successors or assigns which may be contracted during the continuance of and by virtue of this mortgage whether Evidenced by promissory notes or otherwise whether for interest, premium money paid for insurance, repairs, taxes, assessments, liens, Encumbrances, or Expended in and about the premises &c.

Ack^d March 17. 1871

9.

Before James R. Lowe Jr. N. P.

Recorded March 17. 1871

Liber W of Mortgages pp. 75.

Declaration of
Homestead

of

Hannah Huntingdon Coe
wife of Henry W. Coe

Dated June 26. 1871
Covers the property in question -

Ack^d - June 26. 1871
Before Jos R. Johnson
Co. Recorder
By Henry Uhlbrock
Deputy

Recorded June 26. 1871
Libir B of Homesteads pp. 465.

Third District Court
County of Santa Clara

Redington Hostetter & Co.
vs
Henry W. Coe

Attachment

Issued Nov 4. 1871

Levied upon the property in question - in above entitled action, which is to recover the sum of $3790.68 in gold coin costs of suit &c

Recorded Nov 6. 1871
at 11 O'clk & 50 min A.M
Liber 1 of Attachments pp 403.

13.

Third District Court
County of Santa Clara

Redington Hostetter & Co
Co. Partners &c.

vs

Henry W. Coe

N 65

Action

Nov 4. 1871 - Complaint filed
To recover $3790.68 in gold
Coin, interest costs &c

out

Nov 4. 1871 - Summons issued -
" " " " filed on return
duly served -

Nov 4. 1871 - Affidavit for attachment filed

" " " Undertaking on Attachment filed -

" " " Attachment issued -

Nov 14. 1871 - Deft's Demurrer filed

15.

Nov 17, 1871 - Attachment filed on return with Sheriff's certificate of levy on the property in question

Jany 9, 1872 - Cause called and passed - Book G of Records 385 -

Febry 3/72 Cause dismissed by order of Plaintiff's Attorney

Third District Court
County of Santa Clara

Alfred Frank
vs
Henry W. Coe

Attachment

Issued Nov 6. 1871

In above entitled cause - levied on same day on the premises in question - said action is to recover $1092.60 in gold coin, interest, costs &c.

Recorded Nov 6. 1871
at 1 O. clk P. M.
Liber 1 Attachments pp. 405.

Suit

17.

Third District Court
County of Santa Clara

Alfred Frank
vs
Henry W. Coe N 66

Action

Nov 6, 1871 - Complaint filed
To recover $1092 62/100 in gold coin, interest, costs &c.

Nov 6. 1871 - Summons Issued

" " " Affidavit for attachment filed
" " " Undertaking on " "
" " " Attachment Issued -

Nov 16. 1871 - Deft's Demurrer filed

" 17. " Summons filed on return duly served -

Nov 17. 1871 - Attachment filed on return with Sheriff's certificate of levy

19.

on the premises in question.

Jany 9. 1872. — On motion, the demurrer withdrawn and defendant allowed time to file an answer — Cause continued.

Book G of Records 386.

Feby 16 — Cause dismissed by order of Plaintiffs Attorney

Out

Third District Court
County of Santa Clara

Luther Ed Schroder
vs.
Henry W. Coe

Attachment

Issued Nov 6. 1871

In above entitled action - levied on same day on the property in question - Said action is to recover the sum of $817.11 in gold coin, interest and costs of suit -

Recorded Nov 6. 1871
at 4 50 O. clk P.M
Liber 1 of Attachments pp. 406.

Out 1.

21-

Third District Court
County of Santa Clara

F. Luther and
J. T. A. Schroder
Co-partners under the
name form and style of
Luther and Schroder

vs

H. W. Coe

N 67

out

Action

Nov. 6. 1871 - Complaint filed

To recover the respective sums of $659 16, $106 21 and $51 76 all in gold coin interest costs &c.

Nov 6. 1871 - Summons issued -

" " " Affidavit for attachment filed

" " " Undertaking on " "

" " " Attachment issued.

Nov 16. 1871 - Deft's Demurrer filed -

" 17. 1871 - Summons filed on return duly served

Nov 17. 1871 - Attachment filed on return with Sheriff's certificate of levy on property in question.

Jany 9. 1872 - On motion, demurrer withdrawn and defendant allowed time to file his answer -
Cause continued
G of Records pp. 386.

Feby 16th cause dismissed by order of Plaintiffs Attorney

Third District Court
County of Santa Clara

The People of the
State of California

vs

H. W. Coe
and Real Estate
(the property in question)

Tax Suit

Dec 27. 1871 – Complaint filed
For collection of the delinquent State and County taxes for the fiscal year 1871-72 amounting to $231 – 87 + costs. of which amount $212 was assessed upon said real Estate.

Dec 27. 1871 – Summons issued
(not yet returned)

Taxes

1869-70 Paid

70-71 Paid

Paid District-Attorney by Clerk March 2/72 } 71-72 Delinquent

Pd Dist-Atty by Clerk

Mar 2/72

No Money judgments docketted

San Jose January 20. 1872

Sam P. Howes

Searcher of Records

No. 1.

The Western Union Telegraph Company.

The rules of this Company require that all messages received for transmission, shall be written on the message blanks of the Company, under and subject to the conditions printed thereon, which conditions have been agreed to, by the sender of the following message.

JAS. GAMBLE, General Sup't, SAN FRANCISCO. | WILLIAM ORTON, President, G. H. MUMFORD, Secretary, New York.

San Jose Feb 16 1872

Received at San Francisco 16 18 10 50 a M.

To H W Coe
Russ House

Cause of A Friant vs H W Coe, Luther & Schroeder vs H W Coe third dist court are dismissed

John M Littlefield
Clerk
by Leo Watkins
Deputy

20 Cal 95

[illegible] d, County Santa [illegible] ex officio [illegible] and [illegible] certify that the above entitled Suit was dismissed by order of the Plaintiffs Attorney on the 5th day of February A.D 1872.

Witness my hand and the seal of said Court this 5th day of February A.D 1872.

John M. Littlefield Clerk
By Leo: Watkins Depy

In the District Court of the Third Judicial District of the State of California in and for the County of Santa Clara.

Redington Hostetter & Co
vs. } No 3492.
H. W. Coe.

State of California
County of Santa Clara } S.S.

I John M Littlefield, County Clerk in and for the County of Santa Clara, State of California and ex officio Clerk of the District Court in and for said County do hereby certify that the above entitled Suit was dismissed by order of the Plaintiffs Attorney on the 5th day of February A.D 1872.

Witness my hand and the seal of said Court this 5th day of February A.D 1872.

John M. Littlefield Clerk
By Leo: Watkins Depy

500
475
237.500
70
307500

Abstract
of the
Title to the
Homestead of
Henry W. Coe & wife
in Santa Clara County

Dated Jany 30. 1872

Sam P. Howes
Searcher of Records
San Jose

Henry W. Coe and
Hannah H. Coe wife
of H W Coe

To

The Odd Fellows
Savings Bank
a Corporation doing
business in the City and
County of San Francisco

Stamp $10.00 cancd

Mortgage

Dated 17th Febry 1872

Cons $1.00

Covers the tract of 70.58/100 acres as described on page 1 of Clb Chazes Abstract

To secure the payment of $10.000 in Gold Coin of the United States with interest in like Gold coin according to the terms of a certain promissory note of even date herewith executed and delivered therefor by said Henry W Coe to said party of the second part

And of such other moneys as may

from time to time be hereafter loaned (not exceeding the sum of $16.000 inclusive of the amount above mentioned) with the interest thereon

And of moneys paid for insurance repairs taxes assessments liens incumbrances or other charges

Ackng^d 17 Febry 1872

Before W. L. Bromley N. P. Co of S Francisco

Recorded Febry 19 1872

Liber 1 Mortgs p 231 et seq

San Jose Santa Clara County
June 6th 1872

E. J. Cox
Searcher of Records

Continuation of Abstract of Title

To all that certain tract piece or parcel of Land situate, lying and being in the County of Santa Clara and State of California and bounded and described as follows, to wit: Commencing at a point in the line between the lands of Coe and Fuller where the said line is intersected by the South Easterly line of lands of Doty in corner of fence, thence running North 62¼° E. 5.04 chains; N. 28¼° W. 10.99 chains; N. 25° 54' E. 7.60 chains; N. 89½ E. 13.36 chains; S. 87° 20' E. 20.64 chains; S. 2½ W. 3.97 chains to Northerly side of road, thence same course 40 feet to Southerly side of road; S. 10° W. 2.50 chains; S. 30¾° W. 1.00 chains; S. 16 E. 2.75 chains; S. 7½° W. 1.50 chains across lane, S. 61° 02' W. 9.04 chains; N. 25° 40' W. 5.31 chains to Southerly side of road; same course 40 feet across road S. 83° 50' W. 4.31 chains; S. 86° 55' W. 3.47 chains; S. 64° 02 W. 11.73 chains; S. 61° 58 W. 3.21 chains; and N. 38¾° W. 7.64 chains to point of beginning. Containing 70.58 acres, as per survey made on or about March 10-1871 by A. T. Hermann and being a portion of the Rancho San Juan Bautista, and also a portion of the Pueblo Lands of the City of San Jose - from and inclusive of the first day of June A.D. 1872.

(1

Henry W Coe and
Hannah H Coe
his wife

To

Robert Watt
William Watt and
Frank P McLennan
Partners under the name
of Watt and McLennan

Agreement

Dated 20. June 1872

Recites that Hannah H Coe being indebted to said Watt and McLennan in the sum of $2.000. monies advanced for the purpose of paying indebtedness heretofore incurred on account of the crop hereinafter specified, and being about to borrow for the purpose of cultivating and harvesting said crop the further sum of $3.000. said crop being the seperate property of said Hannah H. Coe. for the purpose of securing said advances, and their repayment in Gold Coin of the U. S. with interest from date of advance at the rate of One per cent per

month, said parties of the first part have bargained, sold assigned and conveyed to said parties of the second part their heirs or legal representatives all the crop of hops now planted and growing on the farm occupied by said parties of the first part in said County of Santa Clara, comprising about 1/0 acres of land and for the purpose of repaying said advances in U. S. Gold coin with interest as aforesaid; Said parties of the second part may sell so much of said crop as may be necessary, deducting from the proceeds of sale any expenses incurred or advanced in the harvesting, shipping or storage of the same with usual commissions at 2½ per cent, and any surplus to be paid over to the San Francisco Savings Bank for account of said Hannah Kloe to be applied upon the notes and mortgages held by said Bank executed by said Loe and wife in accordance with the assignment this day made by said Loe and wife to said Bank Out of this Conveyance the said parties of the first part are at liberty to reserve 1000 pounds of hops

Covenant to pay indebtedness to Watts and McLennan.

Said H W. Coe is to harvest and deliver crop &c to Watt and McLennan Said $3.00 to be advanced. $700. on execution of this mortgage and remainder in sum of $300. per week upon the joint receipt of said Coe and wife

(Signed) Henry W. Coe (Seal)
Hannah H Coe (Seal)

Ackd County San Francisco 24 June 1872
Before F. J. Thibault N.P.

Recorded 26. June 1872
Liber 2 Mortgages pp 561

Hannah Huntington Coe

Inventory of Seperate Property

Dated 1. July 1872

That I am seized and possessed in my own right and as my sole and seperate property, of all the Real Estate and personal property hereinafter described, to wit; All that certain tract of land situate in said County of Santa Clara upon which I now reside, Containing 10 $\frac{58}{100}$ acres

And describes certain personal property

That all of the property above described is my sole and seperate property derived by Inheritance.

Ack'd 7. June 1872
Before Henry U. Babcock N.P.

Recorded 7 June 1872
Liber D. Miscellaneous pp 527

Hannah H. Coe
by her Attorney in fact
Henry W Coe her husband

— To —

Wells H Bates

Lease

Dated 16 October 18[illegible]/2

Do lease and demise unto the said party of the second part the whole of the Hop Yard situate lying about one mile and one half South of the City of San Jose State of California, the same as is now occupied by the said parties of the first part The said party of the first part is to have the right to occupy the house on said plantation whenever he and his family wishes to do the same, and have the right and way to and from said house

The second party to purchase from first party the necessary farming utensils-

Not to cut down trees-

" For the term of ten years from 1st November 18[illegible]/2 at the rent or sum of $[illegible].00 payable in Gold coin of the U. S. of America

in advance in four payments each
"The party of the second part having the right
to ducted from such payment of rent
enough to pay the interest on all of the
mortgages now existing on the aforesaid hop
plantation."

If any rent shall be due and unpaid
or if default shall be made in any of the
covenants herein contained, then it shall be
lawful for said parties of the first part to
reenter the said premises &c.

The party of the second part covenants
to pay the said rent in the manner herein-
-before specified "and it is further agreed
between the said parties, that the aforesaid
Wells H Bates shall have at all times until
the expiration of this Lease the first privilege
above all others to purchase the aforesaid Hop
Yard

Wells H Bates to keep the premises
insured as fully as they are at the present
time &c &c.

(Signed) Henry A Coe (Seal)
Attorney in fact
Wells H Bates (Seal)

Witness

Allen B. Smith

Ack'd 17 October 1872

Before D. C. Bailey County Recorder

Recorded 17 October 1872

Liber "B" Leases pp 515

J. S. Carter
with
Wells N. Bates

Agreement

Dated 24 May 1873

Recites that Wells N Bates is Lessee in possession of the Willow Grove Hop Plantation under B Leases 542

Agrees that the proceeds of the sale of the hops shall be applied in the repayment to Carter of several thousand Dollars advanced and moneys to be advanced and Second $4560 with interest at one and one quarter per month expended by Bates; Third. The balance to be equally divided between the parties hereto or their legal representatives

As fast as the hops are gathered &c. J S Carter shall have the right to place same in store until they are sold as security

Witness
C H Simonds

Ackd by Wells N Bates 31 May 1873

(13

Before Henry Umbrock N P

Ack dt of Carter proven by subscribing
witness 31. May 1873
Before D C Bailey Co Recorder

Recorded 31 May 1873
Liber E Miscellaneous pp 230

Hannah H Coe

To

H. W Coe

Revocation of Power of Attorney

Dated 2. November 1872

Know all men by these presents, that I, Hannah N. Coe, wife of Henry W Coe by these presents do hereby revoke and declare null and void all Powers of Attorney heretofore made by me to any person whomsoever, and particularly a Power of Attorney made to the said Henry Willard Coe in the year A.D. 1860 or A.D. 1858.

Witness

Henry Phelps

Ack'd 2. November 1872

Before Henry Uhrbrock N.P.

Acknowledgement does not state that she does not wish to retract the execution

Recorded 2. November 1872

Liber B Powers Atty 455

Henry W Coe
and his wife
Hannah H Coe
— To —
Wells H Bates

Lease

Dated 3 March 1873

Do demise and let unto the said party of the second part. all that certain Farm. the property of the parties of the first part situate and being in the County of Santa Clara aforesaid. containing 170 acres of land, and bounded North by lands of one Doty, East by the lands of Bird. South by the lands of Piere Arne and Peasley and West by the lands of Doty and Bitancourt

Term. ten years from 1st Nov 1872

Rent $17,000 in Gold Coin

Payable as follows: $3.500 on delivery hereof. and $1750. on the first day of each and every May August. November. and February hereafter

It is agreed that a certain Indenture

(18

of Lease made October 16th. 1872. and recorded 17th. October 1872 in Liber "B" of Leases in the Office of the County Recorder of Santa Clara County aforesaid on pages 51 et is hereby rescinded, annulled and declared void

Party of first part reserves the right to occupy the dwelling house with the appurtenances used by them, and the Office for Office purposes and to stable their horses in the Barn

There is excepted out of this Lease four acres more or less, it being the land adjoining the corral, Bounded by land of Doty on the North West, and on the South East by lands of Doty, on the North West and South East by the Hop yard opposite to Doty's land

The one half of the gross crop of hops of the six acres of land more or less known as the Patterson Lot, is to be delivered to the said H. W. Coe &c

Party of second part to insure and keep fully insured all buildings except dwelling house, pay all taxes also the interest on the mortgage, Such payments

to be deducted from the rents

And yield up all improvements made and Covenant of reentry.

Party of second part to have right of way to house

Party of second part not to underlet said premises or assign this Lease without previous written consent

Ack'd 4 March 1873

Before D C Bailey County Recorder

by Mitch Phillips Deputy

Recorded 4. March 1873

Liber "B" Leases pp 542

Hannah H. Coe
the wife of
Henry W Coe
To
Henry S Huntington
of the City of Auburn
State of New York

Deed

Dated 3. October 1873

Cons. $1.00

Does grant bargain sell. convey and confirm unto the said party of the second part. and to his heirs and assigns forever. All that certain tract piece or parcel of land situate lying and being in the County of Santa Clara, and State of California and bounded and described as follows. to wit; Commencing at a point in the line between the lands of Coe and Fuller where the said line is intersected by the South Easterly line of lands of Doty. in corner of a fence; thence running N 62 1/4° E 5.04 chains; N 28 1/4° W. 10.99 chains. N 25° 54' E 7.60 chains; N 89 1/2° E. 13.36 chains N 8 1/2° 20'

(21

E. 20.64 chains, S 2½° W. 3.97 chains to Northerly side of a road; thence same course 40 feet to Southerly side of Road, S 10° W 2.50 chains S 30¾° W. 1.00 chs acres lane; S 61°02' W. 9.04 chains, N 25°40' W. 5.31 chains to Southerly side of Road, same course 40 feet across Road; S 83°50' W. 4.31 chains. S 86°55' W. 3.47 chains. S 64°02' W. 11.73 chains. S 61°58' W. 3.21 chains and N 38¾° W. 7.64 chains to point of beginning, Containing 70 58/100 acres as per Survey made on or about March 10th 1871. by A J Hermann.

In trust nevertheless for the following uses and purposes. to wit; To lease the same for such periods and upon such terms as the said Henry S. Huntington may deem proper, and to collect the rents and to apply such portion thereof to the support and maintenance of the said Hannah H Doe and her children as he may deem advisable. To sell or mortgage the same or any part thereof for such amounts or prices as he may deem proper. and apply the proceeds of such sales of the amount obtained on such mortgages to the satisfaction of

any valid lien or liens that may exist thereon, and to invest the balance as he may deem expedient for the benefit of said Hannah H Coe and her children, and to use and control the income arrising therefrom and from the property hereby conveyed as he shall in his judgment deem proper and right for the benefit of said Hannah H Coe and her children

Said Trustee shall first pay out of any money he may receive all charges and expenses for the proper execution of the trust including a reasonable compensation for his own services

(Signed) Hannah H Coe (Seal)

Witness Henry S Huntington (Seal)

S V Joice

Ackd. County San Francisco 3 October 1873 by Henry S Huntington, and by Hannah H Coe - described as the wife of Henry Willard Coe

Before E V Joice N. P.

Recorded 9 October 1873

Liber A Deeds of Trust pp 26

(23

Hannah H Coe
the wife of Henry H Coe
— To —
Henry S Huntington
of the City of Auburn
in the State of New York

Assignment

Dated 10. October 1873

Cons. $1^{00} and other good and sufficent considerations

Do sell assign set over grant and convey unto Henry S Hungtington of the City of Auburn State of New York, all the property belonging to me or in which I have any interest or right of possession in the State of California, and particularly all the hops cattle, Horses, Carriages, Harness, Household furniture and other personal property on the land heretofore conveyed to said Henry S Hungtington by deed of Trust dated October 3d 1873 and recorded in the Office of the County Recorder of Santa Clara County aforesaid in Book "A" of Trust Deeds at page 26, and

also all things in action as well as in possession in the State of California &c. for the uses and purposes stated in said Deed of Trust as to the property therein described and conveyed

Ack'd County San Francisco 10. October 1873
by Hannah H Coe as married woman
Before E V. Joice N. P.

Recorded 11. October 1873
Liber "A" Deeds of Trust pp 29

F. Scherr	In the District Court of the
— vs —	3d Judicial District
Henry W. Coe	State of California
	County of San Francisco

Attachment

Dated 15 November 1873

For $6.000 or thereabouts Interest and Cost in Gold coin

Shows levy on 18th November 1873 upon the lands in the County of Santa Clara, described as follows, to wit,

Commencing at a point in the line between the lands of Coe and Fuller where the said line is intersected by the South Easterly line of lands of Doty in corner of fence, and thence running N 62¼° E 5.04 chains; thence N 28¼° W. 10.99 chains; thence N 25° 54' E 7.60 chains; thence N 89½° E 13.36 chains; thence S. 87° 20' E 20.64 chains; thence S 2½° W. 3.97 chs. to Northerly side of County Road; thence in same course 40. feet to Southerly side of said Road; thence S. 10° W 2.50 chains; thence S 30¾° W. 1.00 chain; thence S 16° E. 2.75 chains; thence S 7½° W 1.50 chains across a lane 15 feet wide; thence

S. 61° 02' W. 9.04 chains; thence N 25° 40' W 5.31 chs. to Southerly side of County Road aforesaid, same course 40 feet across said Road; thence S 83° 50' W. 4.31 chains; thence S. 86° 55' W. 3.47 chains; thence S. 64° 02' W. 11.73 chains; thence S 61° 58' W. 3.21 chains and thence N 38¾° W. 7.64 chains to point of beginning Containing 170 $\frac{58}{100}$ acres as per Survey made on or about March 9th. 1871 by A J Hermann, and being a portion of the Rancho San Juan Bautista, and also a portion of the Pueblo Lands of the City of San Jose

Recorded 18. November 1873

Liber "1" attachments pp 560

F. Scherr vs Henry A. Coe	In the District Court of the 3d Judicial District State of California County of San Francisco Req. No 562

1874

Jany. 2. Judgment for $6.768 $\frac{34}{100}$ Gold Coin. Legal interest and costs $43 $\frac{65}{100}$

Judgment Book "A" pp 142

Clerks Certificate under seal of Court

Dated 1st. January 1874

Recorded 9. January 1874

Liber "A" Trans Jdgts pp 311

In the Matter of the Estate and Guardianship of Hannah H Coe an Insane person	In the Probate Court Santa Clara County Estate No 763 Reg. 6 pp 261

1873

Decr. 15 Petition by Henry S Huntington of the State of New York and Oliver Cottle of the County of Santa Clara

Shows that said Henry S Huntington is the brother of said Hannah H Coe and said Oliver Cottle a friend of the same. That said Hannah H Coe is a resident of the County of Santa Clara and is the owner and possessed of certain Real Estate situate in said County of the value of $40.000. and of the rental value of $1.000 yearly. and certain personal property of the value of about $500. which Real and personal property need care and attention and prudent management

That said Hannah H Coe is insane. and by reason of such insanity is mentally incompetent

to manage her said property

Prays appointment of Petitioner Oliver Cottle as Guardian

Petition verified by Henry S Huntington

1873

Decr. 15 Order made appointing 20th December 1873 for hearing and that notice be given not less than five days before the time so appointed by Citation to be addressed to the said Hannah H Coe. and to be served in like manner as a Summons issued from the District Court, and that the said Hannah H Coe. if able to attend be produced

" " Citation issued

" 16 Citation returned with Sheriffs Certificate of service on Hannah H Coe. on 15th December 1873 at County of Santa Clara

" 20 Order made appointing Guardian

after recitals

Now upon this the 29th December 1873, at the time and place mentioned in the Citation herein upon due proof by affidavit of due service of such citation on the said Hannah H Coe, and said Hannah H Coe appearing in person and by her counsel and the said Henry S Huntington and Oliver Cottle appearing upon the hearing of said petition, and after a full hearing and examination upon said petition it duly appearing to the Court that the said Hannah H Coe is incapable of taking care of herself and managing her property and that it is necessary that some competent and some suitable person should be appointed Guardian of her person and Estate, and that said Oliver Cottle is a fit and proper person &c and that said Oliver Cottle consenting

It is hereby ordered that the said Oliver Cottle be and he is

hereby appointed the Guardian of the person and Estate of the said Hannah N. Coe, and that Letters of Guardian-ship be issued to him upon his giving bond to the said Hannah N. Coe with sufficient Sureties to be approved by the said Judge in the penal sum of $15.000.

1873

Decr. 26 Bond filed & Approved

" " Letters issued to said Alex Cottel as per Order above

" " Order appointing James A Clayton Edward Doty and J Downs Appraisers. and Certificate issued

1874

Jany. 26 Inventory and appraisement filed of 70 58/100 acres (Describing same) $35.290. And personal property

Inventory verified
Appraisers. Clayton and Downs qualified
Appraisment signed by Clayton and Downs

Oliver Cottle
as the Guardian of the
person and Estate of
Hannah Coe
an Insane person
for and on behalf of said
person and Estate
— To —
Rufus C Swan

Lease

Dated 14 January 1874

Do hereby demise and let unto said party of the second part, all that certain Farm the property of the said Estate of Hannah H. Coe, situate and being in the County of Santa Clara aforesaid. Containing 70 acres of land, Bounded North by lands of one Doty, East by the lands of Bird; South by lands of H. Lewis and _ Walters, and West by lands of Doty and Briancourt

Also that other tract or parcel of land situate lying and being in the said County and State, Bounded on the North by Willow Street Road, East by lands of Patterson

South and West by lands of Knedler.
Containing about 6 acres of land

Term of one year from date.

Rent $6.00 Gold coin, payable on or before 15th December 1874

Excepts Dwelling house now occupied by Henry W Coe

Second party to have use of tools &c. and to have the right to mortgage the growing crop of Hops on said premises for any sum not exceeding in the aggregate $10.00 for the purpose of raising money to be used in carrying on the business of raising and curing said crop, which said mortgage shall be a prior lien upon said crop as against any mortgage on said crop executed by the party of the second part to the party of the first part as security for the rent or otherwise

It is expressly understood and agreed that the said party of the second part, shall and will keep an exact account of all the expenses of carrying the said business of hop culture, and on demand at all reasonable times exhibit the same to the party of the

first part, and shall pay to the said party of the first part in Gold coin the one half of the net profits over and above the necessary expenses to the extent of $2.000. as rent in addition to the said sum of $6.000.

The second party to keep fully insured providing the same can be done for not exceeding 1½ per cent, all buildings now on said land except the said Dwelling house and the hops after the same are gathered

Covenant of reentry

Covenant not to underlet or assign

Covenant to quit and surrender &c.

(Signed) Oliver Cattle (Seal)
Guardian of the person and Estate
of Hannah Coe an Insane person

(Signed) Rufus C. Swan (Seal)

Guarantee to Oliver Cattle

Cons. $1.00

"I hereby guarantee the true and faithful performance of each and every of the terms and conditions of the foregoing lease contained to be kept and performed by the

said Rufus C Swan the party of the second part

14th January 1874

(Signed) R D Berry

Ackd by Battle and Swan 14 Janry. 1874

Before Thomas Bodley N.P.

Recorded 2. February 1874

Liber "C" Leases pp 20

Taxes
State and County

1872-73 Paid

1873-74 $221.82 delinquent

San Jose
Santa Clara County
February 6th 1874

E. J. Cox
Searcher of Records

(Continuation

Rufus C Swan

To

Oliver Cottle

as the Guardian of the

person and Estate of

Hannah N. Coe

an Insane person

Mortgage

Dated 16 January 1874

"Mortgages" All the growing crop of hops now standing on the following described premises, to wit; Containing 70 acres (describing same as in "C" Lease pp 30)

To secure the payment on or before the 15th December 1874 of $600.00 rent, to be paid by the said Swan to the said Cottle and the faithful performance of the Covenants in said Lease

It is Provided that Swan may within one year from 14th Jany. 1874 mortgage said crop to extent of $10.000.00 for the purpose of raising money to be used to defray the expenses of cultivation

ce. same, Said mortgage to have priority over this mortgage

Ack^d 17. Jany. 1874

Before C. Stephens N.P.

Statement that mortgage is made in good faith

Recorded 24 February 1874

Liber 1 Chatt Mtgs. f 209

Oliver Cottle
Guardian of the person
and Estate of Hannah H Coe

To

Wells H Bates

Cancelation of Lease

Dated 10. February 1874

Recites lease of 3d March 1873; H. H. Coe and her husband H. W. Coe to W. H. Bates of the Coe Hop Farm, Recorded in Liber Z. Leases page 542 Records Santa Clara County, That said premises were at the date of said Lease the separate property of said Hannah H. Coe, That said Hannah H. Coe has been declared insane and said Cottle appointed Guardian, and that differences have arisen between said Cottle and Bates, and in consideration of a mutual settlement of said differences and of $1.00 paid to Cottle by Bates, the said Cottle for and on behalf of said Hannah H. Coe, and as the Guardian of her person and Estate hereby cancels annuls and rescinds said Lease, and the said Bates

in consideration of the premises and $1.00 to him paid by said Cottle hereby annuls and recands said Lease upon his part and it is mutually agreed between the parties that the said Lease and the term therein provided is hereby fully ended and determined

(Signed) Oliver Cottle (Seal)
as Guardian of the person
and Estate of
Hannah N. Coe
an Insane person

(Signed) Wells N. Bates

Ack.d 10. February 1874
Before Chas. F. Wilcox N.P.

Recorded 11 February 1874
Liber "C" Leases pp 26

Oliver Cottle
as the
Guardian of the person
and Estate of
Hannah N. Coe
an Insane person
To
Rufus C. Swan

Cancellation of Lease

Dated 10. February 1874

Cons $1.00

The said Cottle for and on behalf of the said person and Estate of the said Hannah N. Coe does hereby annul cancel and rescind a certain Lease made between the said parties. of the Coe Nop farm, which said Lease is of record in Liber C of Leases page 20. Records of said County of Santa Clara

And the said ~~parties~~ Swan for and in consideration of the premises and of $1.00 does on his part hereby annul, cancel and rescind the said Lease. and it is mutually agreed that the said Lease

and the term thereof is hereby fully ended and determined

Ackd. 10. February 1844
Before Chas. J. Wilcox N P

Recorded 10. February 1844
Liber C Leases pp 28

Oliver Cotte
as the Guardian
of the person and Estate of
Hannah H Coe
an Insane person
for and on behalf of said
Person and Estate
To
Wells N. Bates

Lease

Dated 10. February 1874

Does demise and let unto the said party of the Second part, All that certain farm property of the said Estate of Hannah H. Coe situate and being in the County of Santa Clara State of California, Containing 70 acres of land Bounded on the North by lands of one Doty East by the lands of E. H. Lewis and Walters, and West by lands of Doty & Briancourt, Also that other tract of land situate in the same County, and bounded on the North by Willow Street East by lands of Patterson, South and

West by lands of Kneedler, Containing about 6 acres with tools &c

Term One year from 15th Decr. 1873

Rent $5.500 Gold coin. to be paid on or before the 15th December 1874

Saving and excepting from this Lease the Dwelling House and appurtenances now occupied by Henry W Coe

Second party to keep an exact account of all expenses of carrying on the business of Hop culture on said farm, and on demand exhibit same and shall pay to first party in gold coin the one half of the net profits of the said hop crop, over and above the necessary expenses to the extent of $2000.00

Second party Covenants to insure and keep fully insured providing the same can be done for not exceeding 1½ per cent all the buildings on said land (except the dwelling house hereinbefore excepted) and the hops after the same are gathered, all of said insurance to be effected before or as soon as the picking of the hops begins

If default be made in payment

of said rent or in any of the terms, covenants and considerations herein contained on the part of the second part &c the party of the first part without legal process may reenter &c. Said Second party remaining liable for damages over

Covenant not to underlet premises or assign Lease without written consent and to yield up premises at end of term in as good order &c.

Ack^d 10 February 1874
Before Chas. F Wilcox N. P.

Recorded 10 February 1874
Liber 6. Leases pp 30.

Wells N. Bates
To
Oliver Cottle.
as the Guardian of the
person and Estate of
Hannah N. Coe
an Insane person
Acting for and on
behalf of said person
and Estate

Mortgage

Dated 10. February 1874

"Mortgages" all the growing crop of hops now standing on the following described premises, to wit; All that certain 10 acres of land (describing same as in lease. Cottle to Bates February 10th 1874)

To secure the payment on or 15th December 1874 of $550.00 rent of said premises. and the performance of the Covenants &c in said Lease, and also the payment of a promissory note for $500.00 Gold coin. payable 15th December 1874 made by said Mortgager as principal

and said Mortgagee as Security to Rufus le Swan

Acknowledged that Mortgage is made in good faith

Ackd 10. February 1874

Before Chas. J. Wilcox N.P.

Recorded 10. February 1874

Liber 1. Chatl Mortgs pp 211

H. M. Coe
by
Tax Collector
To
Odd Fellows Savings Bank

Certificate of Tax Sale

Shows sale of land as follows.

San Jose Township. one fifty fifth (1/55) of 70 acres of land. Bounded North by land of Doty, East by land of Bird and Patterson, South by County Road and land of Lewis. West by lands of Doty and Fuller - being 232 4/12 feet square and adjoining the North line of Willow Street and having for its East corner the point of intersection of said Street and J. M. Pattersons Westerly line

On 21. February 1874 to Odd Fellows Savings Bank for $235.91

Recorded 27 February 1874
Liber 1. Tax Sales pg 59

San Jose

Santa Clara County

11th May 1874

E. J. Cox

Searcher of Records

Continuation

of Foregoing Abstract

In the District Court of the 19th Judicial District, State of California, City & County of San Francisco,

Odd Fellows Savings Bank
Plaintiff

vs

Henry W. Coe, Hannah H. Coe, Robert Watt, William Watt, Frank P. McLennan, Wells H. Bates J. S. Carter, Henry T. Huntington F. Scherr, Oliver Cattle, Rufo C. Swan and D. E. Berry
Defendants,

Lis Pendens

Dated May 25, 1874.

Notice of action commenced and pending for the purpose among other things, of foreclosing two certain mortgages made executed and delivered to the plaintiff by the defendants Henry W. Coe, and Hannah H. Coe, one executed on the 16th day of March 1871, and filed for record in the office of the County Recorder of Santa Clara County on the 17th day of March, 1871, and recorded in Liber W, of Mortgages page 475 et seq, and the other filed for record in said office on the 19th day of February 1872, and recorded in Liber One, page 231, et seq, and for general relief. Also for a sale of the Mortgaged premises. The premises and property embraced in said Mortgages and effected by this suit

are situated in the County of Santa Clara State of California, and more particularly bounded and described as follows, to wit; (describing same as in Deed H. W. Lee et al by Sheriff &c. to Odd Fellows Savings Bank Liber 7 of Deeds page 100, and page of this abstract.

Tilden & Wilson
Pltffs Attys.

Recorded May 26, 1874
Liber 1. Lis Pendens, page 284.

X

In the District Court of the Nineteenth Judicial District, State of California, in and for the City and County of San Francisco.

Odd Fellows Savings Bank
vs
Henry W. Lee etals

Certificate of Sheriffs Sale

Dated Sept. 26. 1874

Cons $5357.32

Do certify that by virtue of an Order of Sale to me directed issued out of the Clerks office of the District Court of the Nineteenth Judicial District in and for the City and County of San Francisco, on the 29th day of August A.D. 1874, which judgment and decree was obtained before said District Court on the 24th day of August A.D. 1874, and docketed in the Clerks office of said District Court on the 24th day of August 1874, in favor of the Odd Fellows Savings Bank, and against Henry W. Lee, Hannah H. Lee, Robert Watt, William Watt, Frank P. McLennan, Wells H. Bates, J. C. Carter, Henry S. Huntington, F. Scherr, Oliver Cattle, Rufus C. Swan and D. E. Berry for the sum of $41,907.74 principal, interest and counsel fees, and $399.50 costs, and by me received on the second day of September 1874, by which I was commanded to make the said amount of debt and costs to satisfy the judgment and decree in the order of sale mentioned out of the real estate here-

inafter described, and that by virtue of said decree and order of sale I advertised the same in the "San Jose Daily Patriot" a Daily newspaper printed and published in the City of San Jose, in said County as required by law; and that on the 26th day of September A.D. 1874, the same was sold by me at public auction to Odd Fellows Savings Bank for the sum of Fifty three thousand and fifty-seven 39/100 dollars he being the highest bidder therefor, that said sale was duly made at the Court House Door, in the City of San Jose, in the County aforesaid, between the hours of nine o'clock A.M. and five o'clock P.M. to wit: at 12. o'clock M. The following is the description of the real estate so sold by me to wit: (70 58 acres as described in Sheriffs deed. Coe et al to Odd Fellows Savings Bank page of this Abstract) and that said sale will become absolute at the expiration of six months from this day unless said real estate is redeemed, &c

(Sgd) J. H. Adams
Sheriff of Santa Clara County

Recorded Sept. 29. 1874
Liber 1. of Certificates of Sale. p 339.

Henry W. Lee,
Hannah H. Lee, (his wife)
and others,
By John H. Adams,
Sheriff of the County of Santa Clara,
To
Odd Fellows Savings Bank
a corporation,

Deed

Dated March 27, 1875

Cons $53,057.39

Whereas in and by a certain judgment or decree rendered by the District Court of the Nineteenth Judicial District of the State of California in and for the City and County of San Francisco, on the twenty fourth day of August A. D. 1874, and entered on the twenty-ninth day of August 1874, in a certain action then pending in said Court, wherein the party of the second part, the Odd Fellows Savings Bank was plaintiff and Henry W. Lee, Hannah H. Lee, (his wife), Robert Watt, William Watt, Frank P. McLennan, Wells H. Bates, J. S. Carter, Henry S. Huntington, F. Scherr, Oliver Lotte, Rufus C. Swan, and W. E. Berry were defendants, and of which said judgment or decree a certified copy and order of sale issued thereon and attached thereto were delivered to said party of the first part as such Sheriff, for execution, it was in said judgment or decree, among other things, ordered,

adjudged and decreed that all and singular the mortgaged premises, described in the complaint in said action, and specifically described in said Judgment or decree, be sold at public auction by the Sheriff of the County of Santa Clara in the manner required by law, &c, that such sale be made for gold coin of the United States, in the County of Santa Clara between the hours of nine o'clock in the forenoon, and five o'clock in the afternoon on such day as the said Sheriff shall appoint that any of the parties to said action might become the purchaser at such sale, and that said Sheriff execute the usual certificate and deeds to the purchaser &c, And whereas the said Sheriff did at the hour of twelve o'clock noon, on the twenty-sixth day of September A. D. 1874, after due public notice had been given as required by the laws of this State &c duly sell at public auction in front of the Court-House door, in the City of San Jose, and County of Santa Clara, agreeably to the said Judgment or Decree, and the provisions of law, the premises in the said Decree or Judgment mentioned, at which sale the premises in said Judgment or decree and hereinafter described were fairly struck off to the Odd Fellows Savings-Corporation aforesaid, party of the second part, for the sum of Fifty three thousand fifty seven & $\frac{39}{100}$ dollars, it being the highest bidder, and that being the highest sum bidden for the same, and said Odd Fellows Savings Bank thereupon paid to the said Sheriff the said sum of money

so bidden by it as aforesaid, and said Sheriff thereupon made and issued the usual Certificate in duplicate of the said sale, in due form of law, and delivered one thereof to the said purchaser, and caused the other to be filed and recorded in the County Recorders Office of Santa Clara County.

And whereas more than six months have expired since the date of said sale, and no redemption has been made of the premises so sold as aforesaid, or any part thereof, by or on behalf of the said judgment-debtors, the said defendants or by or on behalf of any other person.

Now &c. in order to carry into effect the sale so made as aforesaid, in pursuance of said judgment or decree, and order of sale aforesaid, and in consideration of the premises &c Doth grant, bargain, sell and convey unto the said party of the second part and to its successor, successors and assigns, forever, all that certain piece parcel or tract of land situated lying and being in the County of Santa Clara State of California, and bounded and particularly described as follows,

Commencing at a point in the line between the lands of Lee and Fuller, where the said line is intersected by the South Easterly line of lands of Daly in corner of fence, thence running North Sixty two and one fourth (62¼) degrees east, five (5) chains and four (4) links; North twenty-eight and one fourth (28¼) degrees West ten (10) chains and ninety-nine links; North Twenty-five (25) degrees, fifty four (54) minutes east seven (7)

chains and Sixty (60) links; North Eighty-nine and one half (89½) degrees East. thirteen (13) chains thirty-six (36) links, South Eighty-seven (87) degrees, twenty (20) minutes east, twenty (20) chains. Sixty-four (64) links, South two and one half degrees West, three (3) chains and Ninety-seven (97) links to the Northerly side of County Road, thence same course forty (40) feet to the southerly side of said road, South ten (10) degrees west- two (2) chains and fifty (50) links. South thirty and three fourths (30¾) degrees West one (1) chain; South Sixteen (16) degrees east-two (2) chains, and Seventy-five links, South Seven and one half (7½) degrees West one (1) chain fifty (50) links across a lane fifteen (15) feet wide, South Sixty one (61) degrees two (2) minutes West-. nine (9) chains and four (4) links, North twenty five degrees (25) forty (40) minutes, West- five (5) chains and thirty-one (31) links to Southerly side of the County road aforesaid thence same course forty (40) feet across said road, South Eighty-three (83) degrees, fifty (50) minutes West four (4) chains and thirty one (31) links, South Eighty six (86) degrees, fifty-five (55) minutes West, three (3) chains and forty seven (47) links, South Sixty four (64) degrees, two (2) minutes West eleven (11) chains and Seventy three (73) links, South Sixty-one (61) degrees fifty eight (58) minutes West, three (3) chains and twenty one (21) links, and thence North thirty-eight and three fourths (38¾) degrees

West Seven (7) chains and Sixty four (64) links to the point of beginning. Containing Seventy and fifty eight one hundredths (70 58/100) acres of land, as per the survey made by A. T. Herman. March 9th A.D. 1871. and being a portion of the Rancho San Juan Bautista, and also a portion of the pueblo lands of the City of San Jose,

(Sgd) J. H. Adams
Sheriff of Santa Clara County
California

Acknd. March 27, 1875
Before C. Finley. County Clerk

Recorded March 30, 1875
Liber 4, of Deeds page 405.

Odd Fellows Savings Bank
a Corporation
to
Joseph Walters

Deed

Dated March 19, 1879

Cons $ 5.00

Recites resolution of Odd Fellows Savings Bank to sell to Joseph Walters all that certain lot &c (as hereinafter described), and that the President of this Corporation be and he is hereby authorized to execute and deliver to said Walters a conveyance thereof in the name of the Corporation, and to affix the corporate seal thereto upon receiving from said Walters a deed to all that part of Bird Avenue lying South of the original "Oak Tract" and west of that part sold by said Walters to the Market-Street and Willow Glen Rail Road Company by deed dated January 26th A. D. 1879, recorded in Book 44 of Deeds page 210, Records of Santa Clara County,

Grant, bargain sell and convey unto the said party of the second part, and to his heirs and assigns forever all that certain lot piece or parcel of land situate lying and being in the County of Santa Clara, State of California, and bounded and particularly described as follows, to wit: Commencing at the Northwest corner of the land of the party of the second part as purchased by him from F. M. W. and J. D. Easley by deed dated October 22, 1873, and recorded in

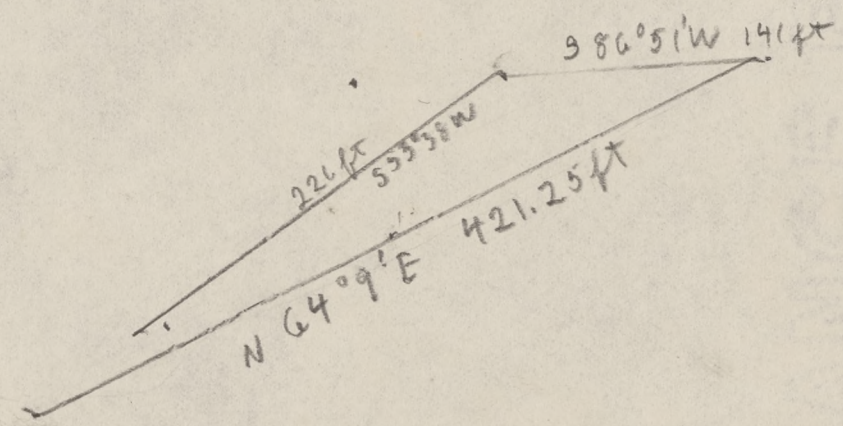
Book of Deeds No. page 397 et seq. of records of Santa Clara County, said corner being in the South line of the Lee Tract so called, and running thence along the line between said Walters land and said "Lee Tract" N 64° 9' East, (421.25) four hundred twenty one and 25/100 feet; thence S. 86° 51' West (141) one hundred and forty one feet to a stake, and thence S. 53° 38' West two hundred twenty six and 25/100 feet to the place of commencement. containing 0.263 acres, courses true, var 16° 48' E.

Descrip N.B.

(Sgd) Odd Fellows Savings Bank (seal)
(Corporate Seal) By Martin Heller (seal)
President

Ackng'd March 19, 1849
Before John Hamill, N. P.
City and County of San Francisco.

Recorded March 22, 1849
Liber 52. of Deeds page 8.


S 86°51'W 141 ft
226 ft
S 33°38'W
N 64°9'E 421.25 ft

C. B. WOOSTER
ATTORNEY - AT - LAW

37 - 38 Auzerais Building
SAN JOSE, CALIF.

Taxes

State and County

1874-5 to 1883-4 inclusive Paid
1884-5 Now a Lien

No Judgment Liens

San Jose, Cal
Oct 23rd 1884. at 10. A.M.
Thomas H. Cordill and
Edward Maley.
Searchers of Records.

As to the Walters Tract

Subsequent to Oct 22nd 1843.

allort

J. M. N. Easley and
J. J. Easley
To
Joseph Walters.

Deed.

Dated Oct. 22. 1873.

Cons $1000-

Grant bargain and sell, convey and confirm unto the said party of the second part and to his heirs and assigns forever. All that certain lot piece or parcel of land situate lying and being in the County of Santa Clara, State of California and bounded and particularly described as follows. to wit: Beginning at a stake in the center of the Willow Street Road which said stake bears N. 54° 15' E. and distant 4.85 chs. from the N. E. corner of J. Downs land, and thence from said point of beginning running along the center line of said Willow Street Road N. 54° 15' E. 12.84 chs to land of Livermore, thence along the line of Livermores land N. 26° W. 33½ links S. 85° 45' W. 7.76 chs. and S. 64° 45' W 6.40 chs to land

of Ames, and thence along the Eastern line of Ames land S. 35¾° E. 5.57 chs to the place of beginning, containing about 4 67/100 acres, and being the same tract of land deeded by S. J. Easley to E. B. Moran. Dec 9. 1868. and by said Moran to said S. M. N. Easley by deed dated Aug. 4, 1870. Excepting from the foregoing all that part of said Willow Street Road therein described and included, said above described tract of land is a portion of the San Juan Bautista or Narvaez Rancho

(Sgd) S. M. N. Easley (seal)
S. J. Easley (seal)

Ackgd. in Ventura County Oct. 27th 1873.
Before Henry Robinson, N. P.

Recorded

Nov. 21, 1873

Liber 30 of Deeds pp. 597.

Joseph Walters
To
S. J. Easley

Mortgage

Dated Oct. 22. 1873

To secure payment of one certain promissory note for $500- 1 Year, 10% Int.

Mortgages property described in foregoing Deed.

Recorded Nov. 21. 1873
Liber 10 of Mortgages pp. 5.

Marginal Entry of.
"Satisfied in full this 26th day of July 1875.
George Hobson.

Attest:
N. J. Colahan Recorder.
By. C. J. Lightstin Depty.

Note. Assignment from S. J. Easley to George Hobson describing above mortgage by giving names dates and place of Record. Easley Recorded Liber A. of Asst pp 220

Joseph Walters
To
San Jose Savings Bank
a corporation &c.

Mortgage

Dated Dec 31. 1874

To secure payment of one certain promissory note for $800. 12mos. after date. Int. 1/4%

Mortgages property described.

Recorded Dec. 31. 1874
Liber 14 of Mortgages pp 74

Marginal Entry of. "Satisfied in full this 27. day of Jany 1877.
San Jose Savings Bank
By John H. Moore Prest"

Attest
W. B. Hardy Recorder
By Thos. Oakes Deputy.

Joseph Walters and
Christina Walters his wife
To
Market Street and Willow
Glen Railroad Company,
a corporation &c.

Deed

Dated January 26. 1877.

Cons $500-

Do grant bargain and sell convey and confirm unto the said party of the second part its successors and assigns forever, all that certain lot piece or parcel of land situate lying and being in the County of Santa Clara, State of California, and bounded and particularly described as follows to wit. Beginning at a point in the Northerly line of Willow Street from which point of beginning the South Easterly corner of land in possession of Frank Peters bears S. 53° 33' W. and distant 316 3/10 feet said corner being also the South Westerly corner of the land of Joseph Walters, and running thence along said Northerly line of Willow St. N. 53° 33' E. 5 3/10 feet to the centre line of the

Market Street and Willow Glen Railroad track, thence continuing along said Northerly line of Willow Street, and on the same bearing 51 15/100 feet to a stake, thence N. 2° 30' E. 245 90/100 feet, and parallel to the center line of said railroad track to a stake on the Southerly line of land in possession of the Odd Fellows Savings Bank, thence S. 86° 43' W. 40 15/100 feet to the centre line of the aforesaid railroad track thence continuing on the same course 4 feet to a stake and thence S. 2° 30' W. 277 feet to the place of beginning, said last described line being parallel to and distant four feet from the centre line of said railroad track.

(Sgd) Joseph Walters (Seal)
Christina her X mark Walters (Seal)

Witness:
Edward Halsey.

Ackgd January 27, 1877
Before J. J. Smithwick County Clerk
By Edward Halsey Deputy.

Recorded June 27, 1877
Liber 44 of Deeds pp. 210

Joseph Walters and
Christina Walters his wife
To
David Wight

Deed

Dated September 21. 1878

Cons $700-

Do grant bargain and sell convey and confirm unto the said party of the second part and to his heirs and assigns forever. All that certain lot piece or parcel of land lying and being in the County of Santa Clara State of California. and bounded and particularly described as follows. to wit: Beginning at a point on the Northerly line of Willow Street at the S. E. corner of the tract of land sold by first parties to the Market street and Willow Glen Railroad Company January 26. 1877. by deed which was duly recorded January 24th 1877 in Book 44 of deeds at page 210 & following Records of said Santa Clara County. and from said point of beginning running along the line of said Company's land so purchased as aforesaid N. 2° 30' E. 245 6/10 feet to the southerly

line of land of The Odd Fellows Savings Bank, (formerly of Lobe and Kumm as the Hop Ranch) thence along said line of last named tract N. 86° 43' E. about 375 feet to the center line of said Willow Street, thence along said center line of Willow Street S. 53° 33' W. about 494 feet and thence N. 2° 30' E. about 33 ft to the point of beginning. Containing about one (1) acre and being a part of the San Juan Bautista or Narvaes Rancho -

(Sgd) Joseph Walters (Seal)
her
Christina X Walters (Seal)
mark

Ackgd. Sept. 21, 1878.
Before Thomas H. Cordell N. P.

Recorded Nov 27, 1878
Liber 46 of Deeds pg. 543.

Taxes.
State and County.
1873 to 1878 Inclusive Paid.

No Judgment Liens

San Jose Calª
March 22. 1879.
at 3 O'Clock P. M.
Thomas H. Cordell
Searcher of Records.

764

#3.

Odd. Fellows Hgs & Bk.

#3.

Walters Ranch

Joseph Walters
to
Odd Fellows Savings Bank
a Corporation

Deed

Dated March 22, 1879

Cons $5.00

Grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns forever, all of that certain tract of land situated lying in the County of Santa Clara, State of California, and more fully and particularly bounded and described as follows: Commencing at the point of intersection of the center line of Willow Street with the West line of Bird Avenue, and running thence along said West-line of Bird Avenue, N. 2° 24' E. three hundred thirty-one and 70/100 feet to its intersection with the South line of the original Coe tract, now known as the Willow Grove Ranch; thence along the South line of said original "Coe Tract" N. 86° 51' E. thirty-six feet; thence parallel to and distant four (4) feet Westerly from the center line of said Bird Avenue, S. 2° 24' West three hundred six and 35/100 feet, to the center line of said Willow Street, and thence along the center line of said Willow Street S. 53° 36' West forty-six and 2/100 feet to the place of beginning, containing 0.263 acres, and being all that part of Bird Avenue * sold by said Joseph

* lying South of the original Coe tract and West of that part of Bird Avenue

* lying West of Coe

Watters to the Market-street and Willow Glen Rail Road Co. by deed dated January 26, 1877 and recorded in Book of Deeds 14, on page 210 et seq.

(Sgd) Joseph Watters (Seal)

Acknowd. March 22, 1879
Before Thomas H. Cordell, N.P.

Recorded March 22, 1879
Liber 52 of Deeds page 6.

Taxes

State and County

1879-80- to 1883-4 inclusive Paid
1884-5 Now a Lien

No Judgment Liens

San Jose, Cal
Oct. 23rd 1884. at 10. a.m.
Thomas H. Cordell and
Edward Halsey.
Searchers of Records.